



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)
Plaintiffs,)

- against -

Case No. 9250-VCG

R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)
Defendants.)

STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT

This Stipulation and Agreement of Compromise and Settlement dated June 14, 2024 (the “Stipulation”) is entered into by and among the Parties in this Action.¹ It states all of the terms of the Settlement and resolves all the claims asserted in the Action. It is intended by Plaintiffs, Defendants, and the Class to

¹ The capitalized terms in this Stipulation shall have the meanings in Section II below or as otherwise set out in this Stipulation.

release, resolve, remise, compromise, settle, and discharge fully, finally, and forever the Released Plaintiff Claims and the Released Defendant Claims, subject to the approval of the Court.

I. RECITALS.

Whereas:

A. The Company conducted the Self-Tender by means of the Self-Tender Disclosures during the Class Period and, on May 16, 2011, closed the Self-Tender by purchasing 34,825 shares of the Company's stock for \$810 per share.

B. On June 13, 2013 the Company was sold to a third party, in a transaction including a short form merger, for a stated consideration of \$2,675 per share paid in cash to stockholders in the short form merger and paid in a mixture of cash and stock of the third party to other stockholders.

C. This Action was commenced on January 14, 2014 by Plaintiffs alleging, among other things, that the Self-Tender Disclosures included material misstatements and omitted material information in violation of the rights of the stockholders to whom the Offer To Purchase was made, all as more fully stated in the Complaint and its amendments as filed in this Action.

D. The Action has been vigorously prosecuted and defended and has resulted in multiple rulings of the Court, including the certification of a Plaintiff Class for nominal damages, as reflected in the docket for the Action. The

Parties engaged in extensive discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating and litigating privilege disputes, taking and defending depositions, and engaging in various written and oral communications concerning the scope of discovery and trial preparation.

E. The parties have engaged in substantial settlement negotiations, including mediation involving multiple communications and document exchanges and submissions, with former Chancellor Andre G. Bouchard acting as Mediator. The mediation resulted in this Settlement, including resolution of the Released Plaintiff Claims, in exchange for Class member's rights to claim their allocable portion of \$15,000,000 in cash, as adjusted to become a Net Settlement Fund, under the terms and conditions in this Stipulation and subject to Court approval.

F. The entry by the Parties into this Stipulation is not and shall not be construed as or deemed to be evidence of any admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

G. Plaintiffs continue to believe that their claims have legal merit, but also believe that the Settlement as set forth below provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiff's Counsel have considered (i) the attendant risks of

continued litigation and the uncertainty of the outcome of the Released Plaintiff Claims; (ii) the probability of success on the merits of the Released Plaintiff Claims; (iii) the inherent problems of proof associated with, and possible defenses to, the Released Plaintiff Claims; (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 Released Plaintiff Claims against Defendants through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff Claims on the terms set forth herein.

H. Defendants continue to deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violation of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of the Company and its stockholders. Each Defendant asserts that, at all relevant times, he or she acted in good faith and in a manner reasonably believed to be in the best interests of the Company and all of its stockholders. Defendants have entered into this Stipulation solely because they consider it desirable that the Released Plaintiff Claims be settled and dismissed with prejudice in order to (i) eliminate the uncertainty,

burden, inconvenience, distraction, and expense of further litigation, and (ii) finally and forever put to rest, resolve, and terminate the Released Plaintiff Claims.

I. Plaintiffs, for themselves and on behalf of the Class, and Defendants, for themselves, agree that the Settlement is intended to and will resolve the Released Plaintiff Claims against the Released Defendant Parties.

II. DEFINITIONS.

A. “Action” means this lawsuit as originally filed and all amendments to it, *see* Verified Class Action Complaint, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, C.A. No. 9250 (Del. Ch. Jan. 14, 2014) [Trans. ID 54846098]; First Amended Verified Class Action Complaint, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.* (Del. Ch. June 27, 2016) [Trans. ID 59197801]; Second Amended Verified Class Action Complaint, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.* (Dec. 19, 2016) [Trans. ID 59969658]; Third Amended Verified Class Action Complaint, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.* (April 24, 2023 2023) [Trans. ID 69875574], as well as its predecessor lawsuit, *see* Verified Class Action Complaint, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, C.A. No. 8939 (Del. Ch. Sept. 24, 2013) [Trans. ID 54276000], together with all claims that arise out of or relate in any manner to the ownership, purchase or sale of Company securities and were or

could have been brought by Plaintiffs on behalf themselves or members of the Class against the defendants named in any of the complaints in the Action.

B. “Administrative Costs” means the costs of administration of the Settlement, including the fees and expenses of the Settlement Administrator as authorized by the Court.

C. “Buttonwood” means Plaintiff Buttonwood Tree Value Partners, L.P.

D. “Claimant” means a Class member, or his, her, or its approved successor in interest, having a Valid Claim.

E. “Claim Form” a form substantially in the form attached as Exhibit D to be included as part of to the Settlement Notice for Selling Shareholders.

F. “Claims Period” means the period ending 30 days following the date set in the Scheduling Order for completion of the mailing of the Settlement Notice.

G. “Class” means a class to be certified for settlement purposes only consisting of all Selling Shareholders and all Tendering Shareholders. The Class includes the same members as the class certified by the Court in 2022 in its Class Certification Decision. Entities or persons whose shares were acquired by the Company in the Self-Tender are not excluded from the Class by reason of

having an affiliation with or being under the control of one or more of the Defendants.

H. “Class Certification Decision” means the decision by the Court certifying a class for nominal damages under Delaware Chancery Court Rule 23(b)(1) as set forth in *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, C.A. No. 9250, 2022 WL 2255258, at *4 (Del. Ch. June 23, 2022), and Order, *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, C.A. No. 9250 (Del. Ch. Oct. 19, 2022) [Trans. ID 68278318].

I. “Class Period” means the period from and including March 31, 2011 to and including May 16, 2011.

J. “Class Representatives” means the Plaintiffs appointed by the Court to represent the Class in the Class Certification Decision.

K. “Company” means former defendant R.L. Polk & Co., Inc.

L. “Court” means the Delaware Court of Chancery.

M. “Defendants” means Stephen R. Polk, Katherine Polk Osborne, and the estate of Nancy K. Polk.

N. “Defendants’ Counsel” means Nixon Peabody LLP and Blank Rome LLP.

O. “Effective Date” means the later of 31 days after Trial Court Approval, if no appeal from the Final Judgment is timely filed, or if an appeal from

the Final Judgment is taken, other than an appeal limited to reducing or eliminating the Fee and Expense Award or the Incentive Award, or both, the date of final disposition of any such timely appeal or appeals. For the avoidance of doubt, the Effective Date for the substantive approval of the Settlement shall not be delayed by any appeal seeking solely to reduce or eliminate any Fee and Expense Award or Incentive Award.

P. “Fee and Expense Award” means such fees and expenses as are approved by the Court for Plaintiffs’ Counsel and any other counsel submitting an affidavit documenting their fees and expenses as required by Delaware Court of Chancery Rule 23(g)(3).

Q. “Final Judgment” means a judgment or judgments and order or orders entered by the Court substantially in the form attached as Exhibit A; provided, however, that if the Court, or any appellate court, directs any changes in the language of the releases, or of disposition of the Settlement Account, in any such judgment or order that is not agreeable to a Party, that Party may withdraw from the Settlement. If appropriate, the Court may enter separate judgments and orders as to approval of the Settlement and approval of any Fee and Expense Award and Incentive Award.

R. “Incentive Award” means the amount, if any, the Court authorizes Plaintiffs’ Counsel to pay under Delaware Court of Chancery Rule 23(g)(4) to the Class Representatives out of the Fee and Expense Award.

S. “Mediator” means the Honorable Andre G. Bouchard.

T. “Mitchell Partners” means Plaintiff Mitchell Partners, L.P.

U. “Net Settlement Fund” means the Settlement Fund less (i) all Administrative Costs, (ii) any Fee and Expense Award, and (iii) all taxes and tax related expenses (including estimated taxes and reserves) as described in Section IV below.

V. “Offer To Purchase” means the written offer dated March 31, 2011 made by the Company to purchase a portion of then-outstanding shares of its common stock at a price of \$810 per share as alleged in the Third Amended Verified Complaint.

W. “Party” means any Plaintiff or Defendant who or which has executed this Term Sheet through its counsel.

X. “Parties” means Plaintiffs and Defendants.

Y. “Payment Amount” means for each Claimant the (i) Net Settlement Fund (ii) divided by the total number of shares of common stock of the Company as to which there are Valid Claims, (iii) times the number of shares of common stock of the Company for which each Claimant has a Valid Claim. The

Payment Amount shall be calculated only after (i) determination of the number of shares for which Valid Claims have been submitted by the Selling Shareholders, (ii) determination of the amount of Administrative Costs, (iii) approval by the Court of the amount of any Fee and Expense Award, and (iv) calculation of any payments, estimations, and reserves for tax purposes contemplated by Section IV below. For the avoidance of doubt, the total of all Payment Amounts together cannot exceed the Net Settlement Fund.

Z. “Plaintiffs” means Buttonwood and Mitchell.

AA. “Plaintiffs’ Counsel” means Cooch & Taylor LLP and any other firm having appeared for any Plaintiff in the Action.

BB. “Plan of Allocation” means the manner in which the Net Settlement Fund is to be distributed, as set forth in Section V below.

CC. “Preliminary Approval” means entry of the Scheduling Order.

DD. “Released Defendants” means Defendants and their past, present, and future spouses, domestic partners, children, partners, predecessors, successors, attorneys, and assigns, and the past, present, or future administrators, agents, beneficiaries, executors, fiduciaries, heirs, representatives, trustees, attorneys, and assigns of any of them or those.

EE. “Releasing Plaintiffs” means Plaintiffs and each member of the Class, on behalf of himself, herself, or itself and his, her, or its past, present, and

future spouses, domestic partners, children, members, partners, shareholders, predecessors, successors, attorneys, and assigns, and the past, present, and future administrators, agents, beneficiaries, executors, fiduciaries, heirs, representatives, trustees, attorneys, and assigns of any of them or those.

FF. “Released Plaintiff Claims” means any and all actions, causes of action, claims, damages, demands, liabilities, or obligations, known or unknown, contingent or otherwise, in law or in equity and whether specifically mentioned or not, regardless of when they accrued, through and including the Effective Date, which any of them have, may have, or could have asserted on behalf of any person or entity against any Released Defendant arising out of or relating to such person’s or entity’s direct or indirect ownership, purchase, or sale of Company securities, including the claims in the Action and, to the fullest extent permitted by law, all claims arising out of or relating to the Action, all claims arising out of or relating to any fact alleged in any pleading in the Action, and all claims that were or could have been asserted in the Action; provided, however, that the Released Plaintiff Claims shall not include (i) any claims to enforce this Stipulation or (ii) any claims to enforce a Final Judgment. These Released Plaintiff Claims shall extend to all unknown or unanticipated results of the matters alleged in or arising out of or related to the Action, as well as those known and anticipated, and is a knowing waiver of any and all rights and protections under

California Civil Code Section 1542, which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor”, and of any and all similar provisions of any other laws.

GG. “Released Defendant Claims” means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by Defendants in the Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include (i) any claims to enforce this Stipulation or (ii) any claims to enforce any Final Judgment by the Court. These Released Defendant Claims shall extend to all unknown or unanticipated results of the matters alleged in or arising out of or related to the Action, as well as those known and anticipated, and is a knowing waiver of any and all rights and protections under California Civil Code Section 1542, which provides that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his

or her settlement with the debtor”, and of any and all similar provisions of any other laws.

HH. “Released Plaintiff Parties” means Plaintiffs, all other Class members, Plaintiff’s Counsel, and the legal representatives, heirs, executors, administrators, predecessors, successors, and assigns of any of them.

II. “Scheduling Order” means an order substantially in the form attached as Exhibit B.

JJ. “Self-Tender” means the proposal by the Company to acquire certain shares of its outstanding common stock during the Class Period as set forth in the Self Tender Disclosures.

KK. “Self-Tender Disclosures” means the Company’s Offer To Purchase and the Company’s Supplement to Offer to Purchase.

LL. “Selling Shareholders” means all persons or entities who or which owned shares of common stock of the Company before March 31, 2011 and, during the Class Period, sold some or all of such shares to a third party not knowingly affiliated with or related to the seller in a bona fide transaction for value (but only to the extent of such sales net of any new purchases of common stock of the Company, or reversals of such sales transactions, during the Class Period).

MM. “Settlement” means the agreement embodied in this Stipulation.

NN. "Settlement Account" means an interest-bearing account at an accredited banking institution acceptable to the Defendants and the Settlement Administrator. The Settlement Administrator shall be the only person or entity authorized to withdraw funds from the account and shall do so only in accord with the terms of this Stipulation of Settlement or as otherwise ordered by the Court.

OO. "Settlement Administrator" means Continental DataLogix LLC, P.O. Box 16, West Point, Pennsylvania, 19486, with communications to the attention of Frank Barkan.

PP. "Settlement Amount" means \$15,000,000 to be deposited by or on behalf of Defendants into the Settlement Account not less than five business days before the Settlement Hearing.

QQ. "Settlement Fund" means the funds deposited by or behalf of Defendants into the Settlement Account plus, as of any date of calculation of any amount required to be calculated by the Settlement Administrator, any interest earned on the Settlement Fund and not previously distributed.

RR. "Settlement Hearing" means the hearing at which the Court considers whether to approve the Settlement as fair, reasonable, and adequate, together with such other matters as are required by law or this Stipulation, or otherwise considered appropriate by the Court.

SS. "Settlement Notice" means a notice substantially in the form attached as Exhibit C, as approved by the Court and including, for Selling Shareholders identified as such by the Settlement Administrator, a Claim Form. No notice by publication shall be required.

TT. "Supplement to Offer To Purchase" means the written supplement dated May 2, 2011 issued by the Company to supplement the information in its existing Offer To Purchase.

UU. "Tendering Shareholders" means all persons or entities who had shares of the Company that the Company then acquired in the Self-Tender (to the extent shares were so acquired), all as reflected in the records of the Company, which show such persons as having, collectively, tendered to the Company 34,825 shares of common stock of the Company.

VV. "Trial Court Approval" means the entry of Final Judgment by the Court.

WW. "Valid Claim" means (i) the claim each Tendering Shareholder is deemed to have made with respect to the number of shares acquired by the Company, as reflected in the records of the Company, from such Tendering Shareholder in the Self-Tender or (ii) a claim submitted by a Selling Shareholder using a fully-completed Claim Form, signed and executed under penalty of perjury by the Selling Shareholder, postmarked during the Claims Period, and received by

the Settlement Administrator within 30 days of its mailing. The Claim Form shall require the Selling Shareholder to specify in writing (a) the number of shares of Company common stock sold by the Selling Shareholder during the Class Period, (b) the number of shares of Company common stock bought or received by the Selling Shareholder during the Class period, (c) that the Selling Shareholder had owned the shares sold during the Class Period prior to the Class Period, (d) that the shares sold were sold to a third party not known by the Selling Shareholder to be affiliated with or related to such Selling Shareholder, and (e) that compensation from the Settlement is not otherwise being allocated to such shares. The Selling Shareholder shall provide with the Claim Form, under penalty of perjury, a true and accurate copy of an account statement, trade confirmation, or tax document identifying all shares involved, whether sold or purchased. If the Selling Shareholder has no documentation, the Selling Shareholder may request that the Parties and the Settlement Administrator accept such other proof of items (a) through (e) above as may be satisfactory to each of them.

III. CLASS CERTIFICATION.

For settlement purposes only, Defendants consent to the certification of the Class under Delaware Court of Chancery Rule 23(b), to the appointment of Plaintiffs as Class representatives, and to Plaintiffs' Counsel serving as counsel to the Class.

IV. THE SETTLEMENT FUND.

A. Defendants shall pay or cause to be paid the Settlement Amount into the Settlement Account as set forth in, and subject to, the terms and conditions of this Stipulation and shall provide to Plaintiffs proof of the deposit of such funds no later than five business days before the Settlement Hearing.

B. Under no circumstances shall Defendants be required to fund more than a maximum of \$15,000,000 into the Settlement Account or to pay any amount in this Stipulation or for the Settlement other than from the Settlement Account.

C. The Settlement Fund created by the deposit of the Settlement Amount into the Settlement Account shall be treated as a qualified settlement fund within the meaning of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall be deemed the administrator of the Settlement Fund as defined by 26 C.F.R. §§ 1.468B-2.

D. The Settlement Administrator shall timely and properly prepare and deliver all documentation necessary or advisable for the maintenance of the Settlement Fund as a qualified settlement fund, including the making of any relation back election (but not any grantor trust election). The Settlement Administrator shall also timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including,

without limitation, the returns described in 26 C.F.R. § 1.468B-2(k)). Such returns shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

E. All taxes (including any estimated taxes, interest, or penalties) arising or imposed with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed on any Released Defendant with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes, and all expenses and costs incurred in connection with the operation and implementation of the Settlement Fund (including, without limitation, expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing or failing to file any tax returns), shall be paid out of the Settlement Fund. In no event shall any Released Defendant have any responsibility for or liability with respect to such taxes or expenses.

F. All taxes and related expenses described in Section IV.E above shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court. Notwithstanding anything else in this Stipulation, the Settlement Administrator shall withhold from distribution any funds necessary to pay such amounts. This includes establishing adequate reserves

for any taxes and related expenses described in Section IV.E above, as well as any amounts that may be required to be withheld under 26 C.F.R. § 1.468B-2(1).

G. The Settlement Administrator shall indemnify and hold the Released Defendants harmless for all taxes and related expenses described in Section IV.E and IV.F above (including, without limitation, any taxes payable by reason of any such indemnification).

H. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to carry out the intent of this Section.

V. THE CLAIMS PROCESS AND PLAN OF ALLOCATION.

A. As consideration for the Settlement, each Claimant shall receive a check for his, her, or its Payment Amount, mailed to the Claimant at the address used for the Settlement Notice, in the case of Tendering Shareholders, and at the address provided in a valid Claim Form, in the case of Selling Shareholders, unless that address has in good faith been updated or modified in the administration of claims by the Settlement Administrator.

B. A claim by a successor in interest to either a Tendering Shareholder or a Selling Shareholder shall be valid if the putative successor provides proof, satisfactory to the Settlement Administrator, that such person or entity is the true successor in interest to the rights of the relevant Selling Shareholder or Tendering Shareholder during the Class Period, the claim is not

duplicative, and the successor agrees to indemnify and hold harmless all Parties should the successor's claimed status as a successor in interest is challenged or disproven. For all valid submissions establishing status as a successor in interest, the check for the underlying Class member's claim shall be issued to such successor in interest.

C. The Parties believe that the maximum number of shares of the Company's common stock as to which there may be Valid Claims is likely to be 35,587, representing all shares tendered by the Tendering Shareholders (34,825) plus the Parties' reasonable estimate of the net shares sold by Selling Shareholders during the Class Period (762). If the Settlement Administrator receives from Selling Shareholders Claim Forms it believes may be valid, but that collectively assert claims for more than 762 shares, Plaintiffs' Counsel, Defendants' Counsel, and the Settlement Administrator shall consult with the Mediator in an effort to resolve any dispute over the number of such shares and, if any such dispute cannot be resolved in this manner, the Settlement Administrator shall make the final determination as to the number of such shares to be counted in Valid Claims by all Selling Shareholders.

D. The Settlement Administrator shall have authority to resolve all disputes by, between, or among purported Class members as to the validity of any claim by a purported Class member for benefits in the Settlement, and neither

Plaintiffs nor Defendants shall have any liability for such decisions. The Settlement Administrator will inform any person or entity making a claim that has been rejected of the rejection and the reason or reasons for such rejection. Such person or entity must appeal that rejection to the Court within 30 days, or the decision of the Settlement Administrator shall be final for all purposes.

E. Defendant's Counsel shall assist Plaintiffs' Counsel in locating in the documents produced in the Action the most relevant list of Company shareholder names and addresses at the time of the Offer To Purchase and, to the extent they exist in such productions, related Social Security or other tax identification numbers for such shareholders.

F. The Settlement Administrator shall make reasonable efforts to locate any persons or entities whose Settlement Notice is returned as "undeliverable" or rejected for delivery, and shall work with CEDE & Co. and any other nominees to identify the beneficial owners of shares held in a nominee's name.

G. The Settlement Administrator shall be authorized, as part of its Administrative Expenses, to pay CEDE & Co. and any other nominees their reasonable expenses in identifying beneficial owners, of forwarding correspondence and payments where addresses are stale, and of making reasonable efforts to locate Class members.

H. As to any Claimant sent an initial check as part of the Settlement, if that check is not cashed within 120 days, the Settlement Administrator shall mail a further notice to such Claimant providing 30 days to request a replacement check and 30 additional days to cash that check. If any Claimant sent a check does not cash such check, but contacts the Settlement Administrator prior to 18 months after the Effective Date for approval of the Settlement and provides an excuse for such failure to request a replacement check satisfactory to the Settlement Administrator, Plaintiffs' Counsel, and Defendants' Counsel (with the assistance of the Mediator if there is not agreement among those three), then the Settlement Administrator shall mail a further check to such Claimant, which check must be cashed within 30 days of its issuance.

I. Any funds calculated by the Settlement Administrator as remaining in the Settlement Account 19 months and one day after the Effective Date for approval of the Settlement, net of any amount due for the payment of taxes, shall be sent by the Settlement Administrator to an account designated in writing by all Defendants for receipt of such funds.

VI. SETTLEMENT NOTICE.

A. Settlement Notice shall be mailed by the Settlement Administrator, as required by the Scheduling Order, via United States mail to the addresses of Class members as they appear on the shareholder list or lists produced

in discovery in the Action and used by the Company or its agent to mail the Offer To Purchase to such Class members.

B. The fact of the Settlement and, upon request, the Settlement Notice itself shall also be distributed by Plaintiffs to their professional contacts whom they reasonably believe might be in communication with any Class member.

C. The Settlement Administrator shall lodge proof of mailing as required by the Court.

VII. ATTORNEYS' FEES AND INCENTIVE AWARDS.

A. Five business days after the Effective Date as to any Fee and Expense Award by the Court, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Account any amount ordered to be paid in such Fee and Expense Award.

B. Five business days after receipt of any Fee and Expense Award, Plaintiffs' Counsel shall pay the Class Representatives any Incentive Award approved by the Court for payment.

VIII. RELEASES AND COVENANTS NOT TO SUE.

A. Upon Trial Court Approval, the Releasing Plaintiffs shall have waived, discharged, released, and covenanted not to sue the Released Defendants from and with respect to the Released Plaintiff Claims.

B. Upon Trial Court Approval, the Releasing Plaintiffs shall have agreed that their release and covenant not to sue shall be effective as a bar to each and every matter it purports to release and that, should any suit or proceeding be instituted with respect to any of the matters it purports to release, such release and covenant not to sue shall be deemed a full and complete accord, satisfaction, and settlement of any such matter and a sufficient basis for immediate dismissal of such suit or proceeding, except as to obligations created by the Agreement.

C. Upon Trial Court Approval, the Released Defendants shall have waived, discharged, released, and covenanted not to sue the Releasing Plaintiffs from and with respect to the Released Defendant Claims.

IX. REPRESENTATIONS AND WARRANTIES.

A. Each Party represents and warrants that the person signing this Stipulation on his, her, or its behalf has full and complete authority to enter into this Stipulation on such Party's behalf.

B. Each Party represents and warrants it has been represented by counsel of its choice; that it has had adequate opportunity to consider this Stipulation and the consequences of the contemplated Settlement; that it has had access to all the information necessary to make a full and informed choice concerning this Stipulation and the Settlement it contemplates; and that it is entering into this Stipulation of his, her, or its own free will.

C. Each Party represents and warrants that this Stipulation was negotiated at arm's-length between parties of equal bargaining power with the assistance of the Mediator and was drafted jointly by Plaintiffs' Counsel and Defendants' Counsel.

D. Plaintiffs' Counsel represent that this Stipulation and the Settlement it contemplates reflect a good faith settlement of the Class members' claims, reached voluntarily.

X. NO ADMISSIONS.

By entering into this Stipulation and the Settlement it contemplates, no Defendant is admitting any liability to any Plaintiff, to any other Class member, or to any other person or entity, or waiving any claim, counterclaim, defense, or affirmative defense on behalf of itself or any other Releasee against Plaintiffs or any other member of the Class. By entering into this Stipulation and the Settlement it contemplates, Plaintiffs, whether for themselves or the Class, do not admit the infirmity of any claim nor the validity of any asserted defense. Neither anything in this Stipulation, nor the fact of it or the Settlement it contemplates, shall be deemed an admission by any Party that any claim, defense, or allegation in the Action was valid or invalid.

XI. EFFECT OF THE NON-OCCURRENCE OF AN EFFECTIVE DATE.

If an Effective Date cannot occur, then the Action shall not be dismissed, the Releases shall no longer be effective, this Settlement shall be null and void, and the Parties shall revert to their respective positions prior to the entry into this Stipulation.

XII. ENTIRE AGREEMENT.

This Stipulation, including its Exhibits and any attachments:

A. Contains the entire agreement and understanding of Plaintiffs, the Class, Plaintiffs' Counsel, Defendants, and Defendants' Counsel with respect to its subject matter; and

B. Supersedes all prior agreements or understandings (whether oral or written), if any, between or among Plaintiffs, the Class, Plaintiffs' Counsel, Defendants, and Defendants' Counsel with respect to such subject matter, other than any protective orders in the Action.

XIII. NO AMENDMENT.

This Stipulation may not be altered, amended, or modified except by a written instrument duly executed by Plaintiffs' Counsel and Defendants' Counsel.

XIV. SUCCESSORS AND ASSIGNS.

This Stipulation and the rights and obligations it contains shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Class.

XV. NO WAIVER.

The waiver by any person or entity of any breach of this Stipulation by any other person or entity shall not be deemed a waiver of any other prior or subsequent breach and shall not constitute a continuing waiver.

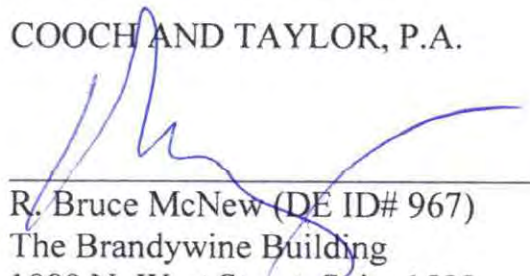
XVI. COUNTERPARTS.

This Stipulation may be executed in counterparts and all the executed counterparts shall together be treated as a whole. Facsimile or electronic signatures shall be deemed equivalent to original signatures for purposes of execution and enforcement.

For Plaintiffs and the Class

COOCH AND TAYLOR, P.A.

By:

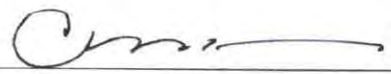

R. Bruce McNew (DE ID# 967)
The Brandywine Building
1000 N. West Street, Suite 1500
Wilmington, Delaware 19801
(302) 984-3810
(302) 984-3939 (facsimile)
bmcnew@coochtaylor.com

Executed June 14, 2024

For Defendants

NIXON PEABODY LLP

By:


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Executed June 14, 2024

EXHIBIT A

(Form of Final Judgment)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)
Plaintiffs,)

- against -

Case No. 9250-VCG

R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)
Defendants.)

[PROPOSED] ORDER AND PARTIAL FINAL JUDGMENT

On _____, 2024, a hearing was held as to the Stipulation and Agreement of Compromise and Settlement between Plaintiffs Buttonwood Tree Value Partners, L.P., and Mitchell Partners L.P. (“Plaintiffs”), on behalf of themselves and on behalf of the Class (as defined below), and Defendants Stephen

R. Polk, Katherine Polk Osborne, and the estate of Nancy K. (“Defendants”) dated as of June 14, 2024 (the “Stipulation”). The Court having considered all papers and matters submitted to it at the hearing, and on that basis and all prior proceedings;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Except for terms otherwise defined in this Order and Partial Final Judgment, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Partial Final Judgment.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the parties for purposes of the Settlement.

3. The Court finds that the mailing and distribution of the Settlement Notice:

- (a) was implemented in accordance with the Scheduling Order;
- (b) constituted the best notice practicable under the circumstances;
- (c) was reasonably calculated, under the circumstances, to apprise Class members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the releases to be provided); (iii) the application by Plaintiffs’ Counsel for a Fee and Expense Award, including an Incentive Award for the named Plaintiffs as Class representatives; (iv) the

right of Class members to object to any aspect of the Settlement, including the application by Plaintiffs' Counsel for a Fee and Expense Award, including an Incentive Award for the named Plaintiffs as Class representatives; and (v) the right of Class members to appear at the Settlement Hearing;

(d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and

(e) satisfied the requirements of Delaware Court of Chancery Rule 23 and all other applicable law and rules.

4. Pursuant to the Scheduling Order, the Court certified, for settlement purposes only, a non-opt out Class pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) of all Selling Shareholders and all Tendering Shareholders, with Selling Shareholders being all persons or entities who or which owned shares of common stock of the Company before March 31, 2011 and, during the Class Period (the period from and including March 31, 2011 to and including May 16, 2011), sold some or all of such shares to a third party not knowingly affiliated with or related to the seller in a bona fide transaction for value (but only to the extent of such sales net of any new purchases of common stock of the Company, or reversals of such sales transactions, during the Class Period), and Tendering Shareholders being all persons or entities who had shares of the Company that the Company

then acquired in the Self-Tender (to the extent shares were so acquired), all as reflected in the records of the Company, which show such persons as having, collectively, tendered to the Company 34,825 shares of common stock of the Company.

5. The Court now continues and makes final the certification of the Class, finding again that the Action is a proper one for class treatment pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) in that:

(a) the Class members are so numerous that their joinder in the Action would be impracticable;

(b) there are questions of law and fact common to the Class;

(c) the claims of Plaintiff are typical of claims of the Class;

(d) Plaintiff and Plaintiffs' Counsel have fairly and adequately represented the interests of the Class;

(e) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Settling Defendants; and

(f) the prosecution of separate actions by individual members of the Class would create a risk of adjudications that, as a practical matter, would be dispositive of the interests of the other members not parties to the

individual adjudications or would substantially impair or impede their ability to protect their interests.

6. Pursuant to the Scheduling Order, the Court also appointed Plaintiffs as representatives for the Class and appointed Plaintiffs' Counsel (Cooch and Taylor, P.A.) as counsel for the Class. The Court now continues and makes final those appointments.

7. The Settlement of the Action as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class, because among other things:

(a) Plaintiffs and Class Counsel have adequately represented the Class;

(b) the Stipulation was negotiated at arms-length with the assistance of a neutral mediator;

(c) the relief provided to the Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed method of distributing relief to the Class, including the method of processing the claims of Class members, (iii) the terms of the Fee and Expense Award, including the timing of its payment, and (iv) the lack of any other agreement between the parties; and

(d) the Stipulation treats Class members equitably relative to each other.

8. Plaintiff's Counsel are hereby awarded a Fee and Expense Award in the amount of \$, inclusive of costs and expenses in the amount of \$, which sums the Court find to be fair and reasonable.

9. Plaintiffs are each hereby awarded \$ as an Incentive Award for their services as Class Representatives, to be paid out of the Fee and Expense Award pursuant to the provisions of the Stipulation.

10. The formula for the calculation of payments to eligible Class members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund, with due consideration having been given to administrative convenience and necessity. If there is any appeal from this Order and Partial Final Judgment seeking to eliminate or reduce the Fee and Expense Award (or the Incentive Award as part of it), there shall be no recalculation of the Plan of Allocation. Instead, the Fee and Expense Award shall be deemed severed from all other portions of this Order and Partial Final Judgment, the remaining portions of this Order and Partial Final Judgment shall not be affected by such appeal, the Effective Date of the Settlement shall not otherwise be affected, and all other portions of this Order and Partial Final Judgment shall become a separate Order and Final Judgment entitled to preclusive

effect. Pursuant to Delaware Court of Chancery Rule 54(b), the Court finds that there would be no just reason for delay in such circumstances, and expressly directs that such judgments be entered separately and that the Action shall be dismissed with prejudice against Defendants, without fees, costs, or expenses. If there is no appeal seeking to eliminate or reduce the Fee and Expense Award, this Order and Partial Final Judgment shall become an entire Order and Final Judgment and the Action shall be dismissed with prejudice against Defendants, without fees, costs, or expenses.

11. Pursuant to Court of Chancery Rule 23, the Parties are authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Partial Final Judgment according to its terms.

12. Without further order of the Court, Plaintiff and the Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

13. Upon entry of this Order and Partial Final Judgment, the Releasing Plaintiffs (as defined in the Stipulation) shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties (as defined in the Stipulation), from and with respect to every one of the Released Plaintiff Claims (as defined in the Stipulation) on the terms and

conditions set forth in the Stipulation, and shall be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all such Released Plaintiff Claims.

14. Upon the entry of this Order and Partial Final Judgment, the Released Defendants (as defined in the Stipulation) shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties (as defined in the Stipulation) from and with respect to every one of the Released Defendant Claims (as defined in the Stipulation) on the terms and conditions set forth in the Stipulation, and shall be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all such Released Defendant Claims.

15. Plaintiffs, the Defendants, and all Class members shall be and are deemed bound by the Stipulation and this Order and Partial Final Judgment. This Order and Partial Final Judgment, including all the releases of all the claims stated herein, shall have res judicata, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

16. Neither this Order and Partial Final Judgment, the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating to any of them, shall be deemed evidence of, or an admission or concession by, Plaintiff, any Class member, any Released Plaintiff Parties, Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, this Order and Partial Final Judgment, any terms of the Stipulation or this Order and Partial Final Judgment, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein shall:

(a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class member;

(b) be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties

concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages to any person or entity, or

(c) be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever;

provided, however, that this Order and Partial Final Judgment may be introduced, subject to Delaware Rule of Evidence 408 and any and all other state and federal corollaries thereto, in any proceeding, whether in this Court or otherwise, to the extent necessary to argue and establish its terms or its res judicata, collateral estoppel, or other issue or claim preclusion effect, or to otherwise consummate or enforce the Settlement.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Partial Final Judgment shall be vacated, rendered null and void, and be of no further force and effect (except as otherwise provided by the Stipulation), and this Order and Partial Final Judgment shall be without prejudice to the rights of Plaintiffs or Defendants, and Plaintiffs, Defendants, and Class members shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

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

Dated: , 2024

Vice Chancellor Sam Glasscock, III

EXHIBIT B

(Form of Scheduling Order)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)
Plaintiffs,)
- against -) Case No. 9250-VCG
R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)
Defendants.)

[PROPOSED] SCHEDULING ORDER

WHEREAS, the parties in this action have entered into a Stipulation and Agreement of Compromise and Partial Settlement dated June 14, 2024 (the “Stipulation”), which sets forth the terms and conditions for the proposed

settlement and resolution of all claims asserted in the Action, subject to review and approval by this Court pursuant to Court of Chancery Rule 23 upon notice to the Class;

NOW, THEREFORE, this day of June, 2024, upon application of the parties, IT IS HEREBY ORDERED that:

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

2. In accordance with the proposed Class definition in the Stipulation, the Court conditionally certifies, for settlement purposes only, a non-opt out Class pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) of all Selling Shareholders and all Tendering Shareholders, with Selling Shareholders being all persons or entities who or which owned shares of common stock of the Company before March 31, 2011 and, during the Class Period (the period from and including March 31, 2011 to and including May 16, 2011), sold some or all of such shares to a third party not knowingly affiliated with or related to the seller in a bona fide transaction for value (but only to the extent of such sales net of any new purchases of common stock of the Company, or reversals of such sales transactions, during the Class Period), and Tendering Shareholders being all persons or entities who had shares of the Company that the Company then acquired in the Self-Tender (to

the extent shares were so acquired), all as reflected in the records of the Company, which show such persons as having, collectively, tendered to the Company 34,825 shares of common stock of the Company.

3. In connection with certification of the Class, the Court finds that the Action is a proper one for class treatment pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) in that:

(a) the Class members are so numerous that their joinder in the Action would be impracticable;

(b) there are questions of law and fact common to the Class;

(c) the claims of Plaintiff are typical of claims of the Class;

(d) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interests of the Class;

(e) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Settling Defendants; and

(f) the prosecution of separate actions by individual members of the Class would create a risk of adjudications that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

4. In connection with certification of the Class, the Court also conditionally appoints Plaintiffs as representatives for the Class and conditionally appoints Plaintiffs' Counsel (Cooch and Taylor, P.A.) as counsel for the Class.

5. The Court appoints Continental DataLogix LLC, as the Settlement Administrator. The Settlement Administrator shall carry out its duties as set forth in the Stipulation and shall in addition establish a website and post on it the Notice and such other materials as are stated in the Notice or ordered by the Court.

6. A Settlement Hearing will be held on _____, 2024, at _____ .m., in the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947 to:

(a) determine whether the Class should be finally certified for settlement purposes pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1);

(b) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action;

(c) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class;

(d) determine whether the Action should be dismissed with prejudice by entry of a judgment or judgments pursuant to the Stipulation, releasing the Released Plaintiff Claims and Released Defendant Claims

against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties;

(e) consider the application by Plaintiff's Counsel for a Fee and Expense Award, including an Incentive Award to Plaintiffs;

(f) hear and determine any objections to the Settlement, including any objections to the application by Plaintiffs' Counsel for a Fee and Expense Award or an Incentive Award to Plaintiffs; and

(g) rule on such other matters as the Court may deem appropriate.

7. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including consideration of the application by Plaintiffs' Counsel for a Fee and Expense Award or an Incentive Award to Plaintiffs, without further notice to Class members other than oral announcement at the Settlement Hearing or any adjournment thereof, a notation on the docket in the Action, and an e-mail by the Settlement Administrator to the e-mail address of any objector. \

8. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the parties, without further notice to any person.

9. The Court approves, in form and substance, the Settlement Notice substantially in the form attached as Exhibit C to the Stipulation.

10. The Court finds that the mailing and distribution of the Settlement Notice as set forth in the Stipulation and directed in this Scheduling Order will:

- (a) constitute the best notice practicable under the circumstances;
- (b) be reasonably calculated, under the circumstances, to apprise Class members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the releases to be provided); (iii) the application by Plaintiffs' Counsel for a Fee and Expense Award, including an Incentive Award for the named Plaintiffs as Class representatives; (iv) the right of Class members to object to any aspect of the Settlement, including the application by Plaintiffs' Counsel for a Fee and Expense Award, including an Incentive Award for the named Plaintiffs as Class representatives; and (v) the right of Class members to appear at the Settlement Hearing;
- (c) constitute due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and
- (d) satisfy the requirements of Delaware Court of Chancery Rule 23 and all other applicable law and rules.

11. Within twenty (20) calendar days of entry of this Scheduling Order, the Defendants shall provide from the documents produced in the Action the most relevant list of Company shareholder names and addresses at the time of the Offer

To Purchase and, to the extent they exist in such productions, related Social Security or other tax identification numbers for such shareholders (collectively, the “Shareholder Lists”).

12. The Settling Defendants shall make commercially reasonable efforts to cooperate with any requests by Plaintiff’s Counsel or the Settlement Administrator to obtain additional information from nominees on the Shareholder Lists as to the identities and contact information for beneficial owners of such shares.

13. The Class Representatives shall make commercially reasonable efforts to inform their professional colleagues who were active in trading in the OTC market in which R.L. Polk common stock was traded during the Class Period of the proposed Settlement.

14. Within 14 calendar days after entry of the Scheduling Order, or 30 days after receipt of the Shareholder Lists, whichever is later, the Settlement Administrator shall cause the Settlement Notice, substantially in the form attached as Exhibit C to the Stipulation and including a Shareholder Information and Successor in Interest Form in substantially the form attached as Exhibit E to the Stipulation, to be mailed by first-class mail to each name appearing on a Shareholder List at the last known address, if any, of such person or entity appearing in the Shareholder Lists. All stockholders of record who were not also

the beneficial owners of the shares of common stock held by them of record shall be directed in connection with the Settlement Notice to forward promptly the Settlement Notice to the beneficial owners of those shares. The Settlement Administrator shall use reasonable efforts to give notice to such beneficial owners by

(a) making additional copies of the Notice available to any holder of record who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners, or

(b) mailing additional copies of the Settlement Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial owners.

15. In addition to the Settlement Notice, and as part of it, the Settlement Administrator shall include with all such notices mailed to Class members identified as Selling Shareholders a Claim Form in substantially the form attached as Exhibit D to the Stipulation.

16. All costs associated with the Settlement Notice, the Settlement Administrator, or other settlement administration shall be paid from the Settlement Fund in accordance with the Stipulation.

17. At least 21 calendar days before the first scheduled date for the Settlement Hearing, Plaintiffs shall file any opening brief in support of the

proposed Settlement and any application for any Fee and Expense Award and Incentive Award, including any supporting affidavit or affidavits.

18. At least ten (10) calendar days before the first scheduled date for the Settlement Hearing, Plaintiffs shall file with the Court proof of mailing of the Settlement Notice.

19. At the Settlement Hearing, any Class member may appear personally or by counsel, and show cause, if any, why the Settlement in accordance with and as set forth in the Stipulation should not be approved as fair, reasonable, and adequate and in the best interests of the Class; why the Proposed Order and Partial Judgment should not be entered in accordance with and as set forth in the Stipulation; or why the Court should not grant any application for a Fee and Expense Award or Incentive Award; *provided, however*, that unless the Court in its discretion otherwise directs, no Class member, or any other person, shall be entitled to object to any terms or condition of the proposed Settlement, or the Proposed Order and Partial Judgment to be entered thereon, or any Fee and Expense Award or Incentive Award, and no papers, briefs, pleadings, or other documents submitted by any Class member or any other person (excluding a party to the Stipulation) shall be received or considered, except by order of the Court for good cause shown, unless no later than ten calendar days prior to the Settlement

Hearing, such person files with the Register in Chancery, the Court of Chancery of the State of Delaware, and serves on the attorneys listed below:

- (a) a written and signed notice of intention to appear, which states the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her, or its counsel;
- (b) documentation evidencing membership in the Class;
- (c) a written and detailed statement of objections to any matter before the Court; and
- (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider.

These writings must also be served, on or before such filing with the Court, by hand or first-class mail upon the following attorneys:

R. Bruce McNew
Cooch & Taylor, P.A.
The Brandywine Building
1000 N. West Street, Suite 1500
Wilmington, Delaware 19801

Christopher M. Mason
Nixon Peabody LLP
Tower 46
55 West 46th Street
New York, New York 10036

David A. Dorey
Blank Rome LLP
1201 Market Street, Suite 800
Wilmington, Delaware 19801

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

20. Unless the Court orders otherwise, any Class member who or which does not make his, her, or its objection in the manner provided in this Scheduling Order shall:

(a) be deemed to have waived and forfeited his, her, or its right to object, including any right of appeal, to any aspect of the proposed Settlement, including but not limited to its releases, the Plan of Allocation, any Fee and Expense Award, or any Incentive Award;

(b) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, any Proposed Order and Partial Judgment entered approving the Settlement, or any Fee and Expense Award or Incentive Award; and

(c) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement.

21. Any replies by a Party in response to any objections shall be filed with the Court at least five calendar days before the first scheduled date of the Settlement Hearing.

22. If the Settlement is approved by the Court following the Settlement Hearing, the Court will enter an Order and Partial Final Judgment substantially in the form of Exhibit A to the Stipulation.

23. The Court may extend any of the deadlines set forth in this Order without further notice.

Vice Chancellor Sam Glasscock

EXHIBIT C

(Form of Settlement Notice)

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

If you tendered common stock of R.L. Polk & Co. to R.L. Polk & Co. in the period March 31, 2011 through May 16, 2011, or sold such stock to a third party in such period, you could be part of a class action settlement.

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

- Through a proposed class action settlement, the current Defendants in *Buttonwood Tree Value Partners, L.P. v. R.L. Polk & Co.*, C.A. No. 9250, have agreed, without any admission of wrongdoing, to resolve whether a March 31, 2011 self-tender for R.L. Polk & Co. common stock involved inadequate disclosures or other alleged violations of Delaware law.
- The proposed class action settlement avoids costs and risks for both sides in continuing the lawsuit, pays money to Class members who file Valid Claims, and releases Defendants and others from liability to Class members.
- Under the proposed Settlement, the current Defendants will cause the creation of a \$15,000,000 Settlement Fund. After deducting amounts to pay fees and expenses of Plaintiffs' Counsel, Administrative Costs, taxes, and any other amounts approved by the Court, the Settlement Fund will be used to make payments to the Class members who file or are deemed to have filed Valid Claims.
- Plaintiffs' Counsel will ask the Court to approve payment of \$4,125,000 from the Settlement Fund as attorneys' fees, plus their expenses of litigation, not to exceed \$450,000, for investigating the facts, litigating the case, and negotiating the Settlement.
- Plaintiffs' Counsel will ask the Court to allow them to pay \$10,000 of their approved fees and expenses, in amounts of \$5,000 to each of the two named Plaintiffs, as an Incentive Award for participation in the litigation.

- Although the precise amount cannot be determined at this time, if the requested attorneys' fees and expenses are awarded in full, and after payment of the costs of administration, it is estimated that payments may be as much as \$285 per share for Valid Claims.
- A full presentation of the reasons for the settlement and the requested fees and expenses will appear in the brief plaintiffs shall file with the Court. That brief will be posted fourteen days before the Settlement hearing on the website of the Administrator at www.classinfosource.com/PolkSettlement.aspx.
- The two sides disagree on whether a class action can be maintained, whether Defendants did anything wrong, and how much money was at stake. Neither side is admitting anything.

If you are a member of the Class, your legal rights are affected whether you act or do not act. Read this Settlement Notice carefully.

LEGAL RIGHTS AND OPTIONS FOR CLASS MEMBERS:	
File a Claim	If you sold stock to a third party from March 31, 2011 through May 16, 2011, you must fill out a claim form to be eligible to be considered for inclusion in the Settlement. (Please note that if you tendered stock to R.L. Polk & Co. during this period you do not have to fill out a claim form. You will automatically be considered for inclusion in the Settlement.)
Do Nothing	If you do nothing, you will be bound to the terms of the Settlement, even if you do not receive any money from it. (But please note that if you tendered stock to R.L. Polk & Co. from March 31, 2011 through May 16, 2011, you do not have to fill out a claim form. You will automatically be considered for inclusion in the Settlement.)
Object	If you have objections, you may write to the Court about why you do not like the Settlement.
Go To A	If you write to the Court with an objection, you can also ask to

Hearing	speak in Court about the fairness of the Settlement.
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These rights and options—**and the deadlines to exercise them**—are explained below. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

[deadlines to be provided based on entry of the Scheduling Order]

EXHIBIT D

(Claim Form for Selling Shareholders)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)
Plaintiffs,)

- against -)

Case No. 9250-VCG)

R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)
Defendants.)

CLAIM FORM

GENERAL INSTRUCTIONS

- If you sold shares of R.L. Polk & Co. common stock at any time from March 31, 2011, through and including May 16, 2011 to any third party (not to R.L. Polk & Co.), you are a “**Selling Shareholder**” (as defined in the Settlement Notice) and **must submit** your completed and signed **Claim Form** by **Month ##, 2024**, addressed as follows:

R.L. Polk Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

or, for overnight delivery services such as UPS or FederalExpress:

648 S. Broad Street, Suite 140
Lansdale, PA 19446

- A Claim Form must be postmarked, if mailed by First-Class, Registered or Certified Mail, postage prepaid, or dated on the prepaid airbill for any overnight courier or delivery service, within the Claims Period for this Settlement (as defined in the Settlement Notice) and must be received by the Settlement Administrator at the address above within 30 days of such date.
- If you are **NOT** a **Selling Shareholder** of the Class (as defined in the Settlement Notice), **DO NOT** submit a Claim Form.
- If you are a member of the Class, you are bound by the terms of any Order and Final Judgment entered in the Action **whether or not you submit a Claim Form.**

CLAIMANT IDENTIFICATION

[NAME]
[ADDRESS]
[ADDRESS2]
[CITY, STATE, ZIP]

If you sold shares of R.L. Polk & Co. common stock at any time from March 31, 2011 through and including May 16, 2011, you may be a “Selling Shareholder” as defined in the Settlement Notice for this case, and therefore entitled to participate in the Settlement if you submit a valid Claim Form. Please provide the information below.

NOTE If you held stock certificate(s) in your name, you were the “beneficial owner” as well as the “record owner” of that stock. If your stock certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you were the “beneficial owner” and the third party was the “record owner.” If you are filing for multiple accounts, file a separate Claim Form for each account.

Beneficial Owner’s First Name	MI	Beneficial Owner’s Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Beneficial Owner’s First Name	MI	Co-Beneficial Owner’s Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from the Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City	State	Zip/Postal Code

Foreign Country (only if not USA)

Last four digits of Social Security Number	OR	Last four digits of Taxpayer Identification Number

Telephone Number (home)	Telephone Number (work)

E-mail Address

Record Owner (if different from the Beneficial Owner)

Account Number (if filing for multiple accounts, file a separate Claim Form for each account)

Claimant Account Type (check appropriate box):

- Individual (includes joint owner accounts)
- Pension Plan
- Trust
- Corporation
- Estate
- IRA/401 (k)
- Other _____ (please specify)

SCHEDULE OF TRANSACTIONS

In the chart below, please supply the requested information showing your ownership of R.L. Polk & Co. common stock on March 31, 2011, and (if on such date you still owned any such common stock) May 16, 2011 (the **Class Period**):

Number of Shares Owned at Opening of Trading on March 31, 2011							

Number of Shares Owned at Closing of Trading on May 16, 2011							

In the chart below, please supply the requested information relating to any sales of R.L. Polk & Co. common stock at any time between March 31, 2011 through and including May 16, 2011:

Number of Shares <u>Sold In Each</u> Transaction							

In the chart below, please supply the requested information showing any purchases you made of R.L. Polk & Co. common stock at any time from March 31, 2011 to and including May 16, 2011, or any shares of such common stock returned (at any time) by reversal of any sale you made during this period:

Number of Shares <u>Purchased During the</u> Class Period or <u>Returned (at Any</u> Time) by Reversal of Any Sale Made During the Class Period							

DOCUMENTATION

You must submit documentation regarding your ownership as of March 31, 2011 and May 16, 2011, as well as documentation for all purchases and sales between March 31, 2011 through and including May 16, 2011. Acceptable documentation may include: (a) stock brokerage or other investment account statements; (b) trade confirmation slips; (c) a signed letter from your broker on firm letterhead verifying the information you are providing; or (d) other equivalent proof of your transactions. Do not send originals. Broker confirmations or other documentation of your transactions should be attached to your Claim Form. Failure to provide this documentation could delay verification of your claim and/or result in rejection of your claim.

The Administrator may request additional information as required to efficiently and reliably determine whether you are a valid Class member as defined in the Notice. In cases where the Administrator cannot accurately make a determination of your status at a reasonable cost to the Class with the information provided, the Administrator may condition acceptance of the claim upon the production of additional information at claimant's cost.

SUBMISSION TO JURISDICTION OF THE COURT

Please review the following submission to jurisdiction.

I submit this Claim Form under the terms of the Stipulation and Agreement of Compromise and Settlement dated as of June 14, 2024, and in connection with the Settlement of claims against Defendants contemplated therein. I also submit to the jurisdiction of the Court of Chancery of the State of Delaware with respect to my claim as a Class member. I further acknowledge that I am bound by and subject to the terms of any orders, and any final judgment, that may be entered in the Action. I agree to furnish additional information to Class Counsel and/or the Administrator to support this claim if required to do so. I have not submitted any other claim covering my shares of R.L. Polk & Co. common stock and know of no other person or entity having done so on my behalf.

CERTIFICATION

All joint beneficial owners must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of persons and/or entities represented by them, and documentation of their authority must accompany this claim and their titles or capacities must be stated.

The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

- I (We) hereby warrant and represent that I (we) have included accurate information about my (our) shares of R.L. Polk & Co. common stock.
- I (We) hereby warrant and represent that the sales listed were to a third party not knowingly affiliated with or related to the seller in a bona fide transaction for value; and that those shares are not otherwise receiving any benefit from the Settlement.
- I (We) hereby warrant and represent that I (we) am (are) a member of the Class and not an Excluded Person.
- I declare under the penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Executed this ____ day of _____,
in _____

Executed this ____ day of _____,
in _____

(Signature of claimant)

(Signature of claimant)

(Type or Print name of claimant)

(Type or Print name of claimant)

(Capacity of person signing above, e.g.,
Beneficial Owner(s), Administrator,
Executor, Trustee Custodian, Power of
Attorney, etc.)

(Capacity of person signing above, e.g.,
Beneficial Owner(s), Administrator,
Executor, Trustee Custodian, Power of
Attorney, etc.)

Proof of Authority to File Enclosed?

Yes No

Proof of Authority to File Enclosed?

Yes No

Reminder Checklist:

1. Please sign the Certification section of the Claim Form above.
2. If this claim is being made on behalf of joint beneficial claimants, each joint beneficial claimant must sign.
3. Remember to attach supporting documentation.
4. Do not send original stock certificates or supporting documentation.
5. Keep a copy of your Claim Form and all documents submitted for your records.
6. If you desire an acknowledgement of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send the Administrator your new address.
8. If you have any questions or concerns regarding your claim, please contact the Settlement Administrator at R.L. Polk Settlement, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, or toll-free at (833) 215-9289.

**THIS CLAIM FORM
AND YOUR SUPPORTING DOCUMENTATION
MUST BE POSTMARKED NO LATER THAN MONTH ##, 2024**

EXHIBIT E

(Successor in Interest Form)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)

Plaintiffs,)

- against -)

Case No. 9250-VCG)

R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)

Defendants.)

**SHAREHOLDER INFORMATION AND
SUCCESSOR IN INTEREST FORM**

GENERAL INSTRUCTIONS

- If you tendered stock to R.L. Polk & Co. from March 31, 2011 through May 16, 2011, you are a **Tendering Shareholder** (as defined in the Settlement Notice) and you **do not** have to fill out a claim form. You will automatically be considered for inclusion in the Settlement.

- This form is only to notify the Settlement Administrator of a change to the individual, party, or entity who is entitled to participate in this Settlement.
- **To notify the Settlement Administrator of a change to the individual, party, or entity, you must submit this form, completed and signed, by Month ##, 2024, addressed as follows:**

R.L. Polk Settlement
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

or, for overnight delivery services such as UPS or FederalExpress:

1648 S. Broad Street, Suite 140
Landsdale, PA 19446

This form must be postmarked, if mailed by First-Class, Registered or Certified Mail, postage prepaid, or dated on the prepaid airbill for any overnight courier or delivery service, within the Claims Period for this Settlement (as defined in the Settlement Notice) and must be received by the Settlement Administrator at the address above within 30 days of such date.

If you are **NOT** a **TENDERING SHAREHOLDER** of the Class, as defined in the Notice, **DO NOT** submit this form.

CLASS MEMBERS WHO SOLD SHARES OF R.L. POLK & CO. COMMON STOCK FROM MARCH 31, 2011 THROUGH AND INCLUDING MAY 16, 2011, NEED TO SUBMIT A CLAIM FORM TO TAKE PART IN THIS ACTION.

To obtain a claim form, please contact the Settlement Administrator at R.L. Polk Settlement, c/o Settlement Administrator, P.O. Box 16, West, Point, PA, 19486 or toll-free at (833) 215-9289.

CLAIMANT IDENTIFICATION

According to the records of R.L. Polk & Co., you held/owned shares of R.L. Polk & Co. common stock and tendered the following shares:

[NAME]
[ADDRESS]
[ADDRESS2]
[CITY, STATE, ZIP]

Number of Tendered Shares: [sharecount]

IF THE INFORMATION ABOVE IS CORRECT, THERE IS NOTHING FURTHER YOU NEED TO DO. YOU WILL BE AUTOMATICALLY CONSIDERED FOR INCLUSION IN THE SETTLEMENT.

To make any changes to the information above, please provide the updated information in the Information Change Request section below.

INFORMATION CHANGE REQUEST

If you need to make a change to the individual, party or entity that is eligible to receive payment for the Tendered Shares listed above, please complete the following section:

NOTE If you held stock certificate(s) in your name, you were the “beneficial owner” as well as the “record owner” of that stock. If your stock certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you were the “beneficial owner” and the third party was the “record owner.” If you are filing for multiple accounts, file a separate form for each account.

Successor In Interest Name(s)	Mailing Address	Percentage/Shares Allocated to Each Successor

(If additional successors are required, please attach a separate statement.)

DOCUMENTATION

You must submit documentation demonstrating your rights as a Successor in Interest. Acceptable documentation may include: (a) stock brokerage or other investment account statements; (b) a notarized affidavit; (c) a signed letter from your broker on firm letterhead verifying the information you are providing; or (d) other equivalent legal documentation. **Do not send originals.** Your documentation should be attached to your form. Failure to provide this documentation could delay verification of your request and/or result in rejection of your request.

The Administrator may request additional information as required to efficiently and reliably determine whether you are a valid Class member as defined in the Notice. In cases where the Administrator cannot accurately make a determination of your status at a reasonable cost to the Class with the information provided, the Administrator may condition acceptance of the claim upon the production of additional information at claimant's cost.

SUBMISSION TO JURISDICTION OF THE COURT

Please review the following submission to jurisdiction.

I submit this form under the terms of the Stipulation and Agreement of Compromise and Settlement dated as of June 14, 2024, and in connection with the Settlement of claims against Defendants contemplated therein. I also submit to the jurisdiction of the Court of Chancery of the State of Delaware, with respect to my claim as a Class member. I further acknowledge that I am bound by and subject to the terms of any Order and Final Judgment that may be entered in the Action. I agree to furnish additional information to Class Counsel and/or the Administrator to support this claim if required to do so. I have not submitted any other claim covering my shares of R.L. Polk & Co. common stock and know of no other person or entity having done so on my behalf.

CERTIFICATION

All joint beneficial owners must sign this form. Executors, administrators, guardians, conservators, and trustees must complete and sign this form on behalf of persons and/or entities represented by them, and documentation of their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the

foregoing information could delay verification of your claim or result in rejection of the claim.

- I (We) hereby warrant and represent that I (we) have included accurate information about my (our) shares of R.L. Polk & Co. common stock.
- I (We) hereby warrant and represent that I (we) am (are) a member of the Class.
- I declare under the penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Executed this ____ day of _____,
in _____

Executed this ____ day of _____,
in _____

(Signature of claimant)

(Signature of claimant)

(Type or Print name of claimant)

(Type or Print name of claimant)

(Capacity of person signing above, e.g.,
Beneficial Owner(s), Administrator,
Executor, Trustee Custodian, Power of
Attorney, etc.)

(Capacity of person signing above, e.g.,
Beneficial Owner(s), Administrator,
Executor, Trustee Custodian, Power of
Attorney, etc.)

Proof of Authority to File Enclosed?

Yes No

Proof of Authority to File Enclosed?

Yes No

Reminder Checklist:

1. Please sign this form above.
2. If this claim is being made on behalf of joint beneficial claimants, each joint beneficial claimant must sign.
3. Remember to attach supporting documentation.
4. Do not send original stock certificates or supporting documentation.
5. Keep a copy of your form and all documents submitted for your records.
6. If you desire an acknowledgement of receipt of your form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send the Administrator your new address.
8. If you have any questions or concerns regarding your claim, please contact the Settlement Administrator at R.L. Polk Settlement, c/o Settlement Administrator, P.O. Box 16, West, Point, PA, 19486, or toll-free at (833) 215-9289.

**THIS FORM AND
YOUR SUPPORTING DOCUMENTATION
MUST BE SUBMITTED NO LATER THAN MONTH ##, 2024.**