

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARK LEONE, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

v.

ASP ISOTOPES INC., *et al.*,

Defendants.

C.A. No. 1:24-cv-9253-CM

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF
SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT
FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Southern District of New York (the “Court”), if, during the period between September 26, 2024 and November 26, 2024, inclusive (the “Settlement Class Period”), you purchased the publicly-traded common stock of ASP Isotopes Inc. (“ASPI” or the “Company”), and were allegedly damaged thereby as alleged in the Action (the “Settlement Class”).¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed lead plaintiff, Mark Leone (“Lead Plaintiff”), on behalf of himself and the Settlement Class (as defined in ¶30 below), has reached a proposed settlement of the Action for \$9,350,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact ASPI, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶95 below).

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated July 2, 2026 (the “Stipulation”), which is available at www.ASPIsotopesSecuritiesSettlement.com.

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants ASPI and Paul E. Mann (“Individual Defendant”; and together with ASPI, “Defendants”) violated the federal securities laws by making false and misleading statements regarding ASPI. A more detailed description of the Action is set forth in paragraphs 11-29 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 30 below.
2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of himself and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$9,350,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth in paragraphs 60-78 below.
3. **Estimate of Average Amount of Recovery Per Affected Share:** Based on Lead Plaintiff’s damages expert’s estimates of the number of shares of ASPI common stock purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible affected share is \$0.38. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, the number of shares of ASPI common stock they purchased, when and at what prices they purchased and/or sold their ASPI common stock, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see paragraphs 60-78 below) or such other plan of allocation as may be ordered by the Court.
4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff was to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.
5. **Attorneys’ Fees and Expenses Sought:** Lead Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2024, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Glancy Prongay Wolke & Rotter LLP (f/n/a Glancy Prongay &

Murray LLP; “Lead Counsel” or “Class Counsel”), will apply to the Court for an award of attorneys’ fees for all Lead Counsel in an amount not to exceed 33⅓% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$305,000 (consisting of actual expenses of up to \$290,000 for litigating the case and negotiating the Settlement, and reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to his representation of the Settlement Class in an amount not to exceed \$15,000). Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of ASPI common stock, if the Court approves Lead Counsel’s fee and expense application, is \$0.14 per eligible security.

6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Settlement Class are represented by Garth Spencer, Esq. of Glancy Prongay Wolke & Rotter LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (888) 773-9224, settlements@glancylaw.com.
7. **Reasons for the Settlement:** Lead Plaintiff’s principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN DECEMBER 2, 2026 TO: <i>ASP ISOTOPES SECURITIES LITIGATION</i> C/O SETTLEMENT ADMINISTRATOR P.O. BOX 25199 SANTA ANA, CA 92799, <u>OR</u> WWW.ASPISOTOPESSECURITIESSETTLEMENT.COM	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff’s Claims (defined in ¶43 below) that you have against Defendants and the other Released Defendants’ Parties (defined in ¶44 below), so it is in your interest to submit a Claim Form. For more information on submitting a Claim Form, please see ¶49.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 20, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defendants' Parties concerning the Released Plaintiff's Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 20, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON DECEMBER 15, 2026, AT 12:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 20, 2026.	Filing a written objection and notice of intention to appear by November 20, 2026, allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. 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.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased publicly traded ASPI common stock during the Settlement Class Period. The Court also directed that this Notice be posted online at www.ASPIIsotopesSecuritiesSettlement.com and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, 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 this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraphs 84-85 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This litigation stems from alleged violations of the federal securities laws. The alleged violations arise out of allegedly false and misleading statements made by Defendants concerning ASPI's quantum enrichment technology as applied to enrichment of uranium. Lead Plaintiff further alleges that when the truth regarding Defendants' misrepresentations was revealed, ASPI's stock price plummeted, causing significant losses for investors.
12. The procedural history of this Action follows below.
13. On December 4, 2024, Lead Counsel filed a class action complaint in the Court, styled *Corredor v. ASP Isotopes Inc.*, Case No. 1:24-cv-09253.
14. By order dated May 2, 2025, the Court appointed Mark Leone as Lead Plaintiff for the Action, and approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP (n/k/a Glancy Prongay Wolke & Rotter LLP) as Lead Counsel for the putative class.
15. On May 28, 2025, Lead Plaintiff filed and served the Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint") asserting claims against: (i) Defendants ASP Isotopes Inc. and Paul Mann under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder; and (ii) Defendant Mann under Section 20(a) of the Exchange Act. Among other things, the Complaint alleged that Defendants materially misled investors regarding the stage of development and commercial readiness of ASPI's quantum enrichment technology as applied to enrichment of uranium. The Complaint further alleged that the prices of ASPI's publicly-traded common stock were artificially inflated during the class period as a result of Defendants' allegedly false and misleading statements and declined when the truth was revealed.
16. On June 27, 2025, Defendants filed a motion to dismiss the Complaint. On the same date, Lead Plaintiff filed a motion for class certification.
17. On July 10, 2025, Defendants took the deposition of Lead Plaintiff.
18. On July 25, 2025, Defendants filed their papers in opposition to Lead Plaintiff's motion for class certification. On the same date, Lead Plaintiff filed his papers in opposition to Defendants' motion to dismiss.
19. On August 15, 2025, Defendants filed their reply papers in support of their motion to dismiss. On the same date, Lead Plaintiff filed his reply papers in support of his motion for class certification.
20. In an Order and Opinion dated December 4, 2025, the Court granted in part and denied in part Defendants' motion to dismiss and granted Lead Plaintiff's motion for class

certification. See *Leone v. ASP Isotopes Inc.*, 811 F.Supp.3d 563 (S.D.N.Y. 2025). In the Order and Opinion, the Court, among other things, dismissed all claims against Heather Kiessling, appointed Lead Plaintiff to serve as the Class Representative, and appointed Lead Counsel to serve as Class Counsel. And, with the denial of the motion to dismiss, the automatic stay of discovery was lifted.

21. The Parties held their Rule 26(f) conference on December 11, 2025, and Lead Plaintiff filed the Parties' proposed joint case management plan on December 12, 2025. Lead Plaintiff served initial discovery requests on Defendants, and issued subpoenas to various non-parties, on December 19, 2025. On December 23, 2025, Lead Plaintiff filed the Parties' Stipulation and Proposed Order Regarding the Production of Discovery, which the Court so-ordered on January 5, 2026.
22. The Parties held their Rule 26(f) conference on December 11, 2025, and Lead Plaintiff filed the Parties' proposed joint case management plan on December 12, 2025. Lead Plaintiff served initial discovery requests on Defendants, and issued subpoenas to various non-parties, on December 19, 2025. On December 23, 2025, Lead Plaintiff filed the Parties' Stipulation and Proposed Order Regarding the Production of Discovery, which the Court so-ordered on January 5, 2026.
23. On January 15, 2026, Defendants filed their answer to the Complaint.
24. On February 5, 2026, Lead Plaintiff filed the Parties' Stipulation and Proposed Confidentiality Order, which the Court approved on the same day. On February 25, 2026, Defendants served initial discovery requests on Lead Plaintiff. From February 17, 2026 to March 30, 2026, Defendants produced 4,979 documents totaling approximately 31,595 pages in response to Lead Plaintiff's requests for production. The Parties engaged in multiple meet and confers regarding discovery. Non-parties TerraPower LLC, Canaccord Genuity LLC, and Equiniti Trust Company LLC also produced documents in response to subpoenas served by Lead Plaintiff, which were the subject of additional meet and confers between Lead Plaintiff and subpoena recipients. On February 27, 2026, Lead Plaintiff served initial requests for admission on Defendants.
25. On March 4, 2026, Lead Plaintiff filed the Parties' joint letter to the Court requesting referral of a discovery dispute to the Honorable Magistrate Judge Jennifer E. Willis, which the Court granted on March 5, 2026. Also on March 5, 2026, Lead Plaintiff filed his letter motion for discovery of documents from ASPI's South African email domain. Defendants filed their letter in opposition on March 10, 2026. On March 12, 2026, Judge Willis set a schedule for briefing and a hearing on the motion. On March 26, 2026, Lead Plaintiff filed his Motion to Compel Defendants to Produce Documents, along with supporting papers and a letter motion to seal
26. On March 31, 2026, Class Counsel and Defendants' Counsel participated in a full-day, in-person mediation session with their agreed mediator, David M. Murphy, Esq. of Phillips ADR. In advance of that session, the Parties exchanged, and provided to Mr. Murphy, detailed mediation statements and exhibits, which addressed the issues of both

liability and damages. The session ended without an agreement being reached, however, Mr. Murphy continued to work with the Parties over the following days. Mr. Murphy subsequently made a double-blind mediator's recommendation to resolve the Action for \$9,350,000 in cash for the benefit of the Settlement Class. The Parties each accepted the mediator's proposal, and on April 3, 2026, notified the Court that they had reached an agreement in principle to resolve the Action, subject to the Court's approval and the Parties' formalizing their agreement through the preparation and execution of a stipulation of settlement. After further negotiations between the Parties, the agreement in principle to settle the Action was memorialized in a confidential term sheet dated April 15, 2026 (the "Term Sheet"). The Parties thereafter negotiated the terms of the Stipulation.

27. Based on the investigation and mediation of the case and Lead Plaintiff's direct oversight of the prosecution of this matter and with the advice of his counsel, Lead Plaintiff has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Lead Plaintiff and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.
28. Defendants are entering into the Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Stipulation. Each of the Defendants has denied and continues to deny any wrongdoing, expressly deny that Lead Plaintiff has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Defendants have asserted and continue to assert that their conduct was at all times proper and in compliance with all applicable provisions of law and believe that the evidence developed to date supports their position that they acted properly at all times and that the Action is without merit. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit. The Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Released Defendants' Parties (defined in ¶ 44 below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted.
29. On July 9, 2026, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed or the link to this Notice and the Claim Form (collectively, the "Claim Packet") to be emailed to potential Settlement Class Members, this Notice to be posted online and mailed to potential Settlement Class Members upon request, and

scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

30. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who purchased the publicly traded common stock of ASP Isotopes Inc. between September 26, 2024, and November 26, 2024, both dates inclusive (the “Settlement Class Period”), and who were allegedly damaged thereby as alleged in the Action.

Excluded from the Settlement Class are Defendants, the officers and directors of ASPI, at all relevant times, members of their immediate families and their legal representatives, heirs, successors, or assigns, any entity in which Defendants have or had a controlling interest, and any trust of which Defendant Mann is the settlor or which is for the benefit of Defendant Mann and/or member(s) of his immediate family. Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice. See “What If I Do Not Want To Be A Member Of the Settlement Class? How Do I Exclude Myself,” on page 21 below.

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.ASPIsotopesSecuritiesSettlement.com or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked or received by the Claims Administrator no later than December 2, 2026.

WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?

31. Lead Plaintiff and Lead Counsel believe that the claims asserted against the Defendants have merit. They recognize, however, many offsetting factors such as the expense and length of the continued proceedings necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages.

32. For instance, as discussed above, Lead Plaintiff alleged that Defendants made material omissions and misleading statements about the stage of development and commercial

readiness of ASPI's quantum enrichment technology as applied to enrichment of uranium. Defendants argued in their motion to dismiss the Complaint, and would likely continue to argue, that: (i) they repeatedly disclosed the allegedly concealed information; (ii) their challenged statements were not materially false or misleading; (iii) the declines in ASPI's stock price were not caused by any revelation of fraud or materialization of any concealed risk; and (iv) the facts alleged did not support the inference that they intended to mislead investors. The Court agreed with Defendants' arguments as to several of the statements that Lead Plaintiff alleged were materially misleading and dismissed those statements from the case. Lead Counsel expects that Defendants would continue to advance these and additional arguments at later stages of the case.

33. While the Court denied in part Defendants' motion to dismiss, Lead Plaintiff still needed to obtain information in discovery to prove his claims, and Defendants would have likely challenged the sufficiency of Lead Plaintiff's evidence in a motion for summary judgment and at trial. Specifically, Lead Plaintiff would have to prove each of the following elements: (i) falsity (i.e., that the Defendants made false or misleading statements); (ii) materiality (that the Defendants made false statements about a material fact); (iii) scienter (that there was a strong, or cogent inference that the Defendants made such materially false statements on purpose, or recklessly); (iv) loss causation (that the Defendants' materially false statements proximately caused the decline in ASPI's stock price); and (v) damages. Defendants need only negate one element for Lead Plaintiff and the class to lose, and each element had risks.
34. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Defendants argued, and would likely continue to argue, that Lead Plaintiff could not show that investors' losses were caused by the revelation of any previously concealed information, as opposed to other factors.
35. Simply put, if the litigation were to continue, Lead Plaintiff would need to prevail on multiple elements, and at several stages in order to recover anything. And if Lead Plaintiff prevailed at all those stages, he would likely face appeals. Thus, there were very significant risks attendant to the continued prosecution of the Action, and even if Lead Plaintiff prevailed, it would be years in the future.
36. In light of these risks and other considerations, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Plaintiff's Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Plaintiff's Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$9,350,000 dollars, as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.
37. Defendants have denied and continue to deny the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind

whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be offered against any of the Released Defendants' Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Parties with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Parties or in any way referred to for any other reason as against any of the Released Defendants' Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation. In addition, the Settlement may not be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

38. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants managed to prove any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less than that provided by the Settlement, or perhaps nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

39. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," on page 21 below.
40. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," on page 20 below.
41. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

42. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiff’s Claims (as defined in ¶43 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the Judgment, or the Alternate Judgment if applicable, shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every Released Plaintiff’s Claim against the Defendants and the other Released Defendants’ Parties (as defined in ¶44 below), whether or not such Settlement Class Member executes and delivers the Proof of Claim Form, and shall permanently and forever be barred and enjoined from commencing, prosecuting, or continuing to prosecute directly or indirectly, representatively, or in any other capacity in any court of law or equity, arbitration tribunal or administrative forum any or all of the Released Plaintiff’s Claims against any of the Released Defendants’ Parties.
43. “Released Plaintiff’s Claims” means all direct claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Lead Plaintiff or any other member of the Settlement Class: (i) asserted in the Amended Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”); or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase of publicly traded ASPI common stock during the Settlement Class Period. For the avoidance of doubt, the following claims are not included within the scope of Released Plaintiff’s Claims: (i) any claims relating to the enforcement of the Settlement; (ii) any derivative claims; and (iii) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.
44. “Released Defendants’ Parties” means (i) Defendants; (ii) the immediate family members (as will be defined in the Stipulation) of the Individual Defendant; (iii) any trust of which the Individual Defendant is the settlor or which is for the benefit of the Individual Defendant and/or his immediate family members; (iv) for any of the entities listed in parts (i) through (iii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; and (v) any entity in which a Defendant has a controlling interest; all in their capacities as such.
45. “Unknown Claims” means any Released Plaintiff’s Claims which Lead Plaintiff, any other Settlement Class Member, or any other person or entity legally entitled to bring

Released Plaintiff's Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant, or any other person or entity legally entitled to bring Released Defendants' Claims on behalf of the Defendants in such capacity only, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiff and Defendants acknowledge, and each of the other releasing parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

46. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Defendants' Claims (as defined in ¶47 below) on behalf of the Defendants in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every Released Defendants' Claim against Lead Plaintiff and the other Released Plaintiff's Parties (as defined in ¶48 below), and shall forever be barred and enjoined from commencing, prosecuting, or continuing to prosecute in any court of law or equity, arbitration tribunal or administrative forum any or all of the Released Defendants' Claims against any of the Released Plaintiff's Parties.
47. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or are based upon the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

48. “Released Plaintiff’s Parties” means (i) Lead Plaintiff, all Settlement Class Members, any other plaintiffs in the Action, Lead Counsel, any other counsel for plaintiffs in the Action, and (ii) each of their respective family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; all in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

49. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form to the Claims Administrator by first-class mail to:

*ASP Isotopes Securities Litigation
c/o Settlement Administrator
P.O. Box 25199
Santa Ana, CA 92799*

**OR SUBMITTED A CLAIM FORM ONLINE AT
WWW.ASPISOTOPESSECURITIESSETTLEMENT.COM.**

The completed Claim Form must include adequate supporting documentation and must be **postmarked or received no later than December 2, 2026**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.ASPIsotopesSecuritiesSettlement.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-360-6782. Please retain all records of your ownership of and transactions in ASPI common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

50. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.
51. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid nine million and three hundred and fifty thousand dollars (\$9,350,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (including any interest or penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority

(including, but not limited to, any local, state and federal taxes) on the Settlement Fund (including any income earned by the Settlement Fund) and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

52. 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.
53. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.
54. 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.
55. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked on or before December 2, 2026, shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiff's Claims (as defined in ¶43 above) against the Released Defendants' Parties (as defined in ¶44 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiff's Claims against any of the Released Defendants' Parties whether or not such Settlement Class Member submits a Claim Form.
56. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in ASPI common stock held through the ERISA Plan in any Claim Form that they submit. They should include ONLY those shares that they themselves purchased or acquired outside of the ERISA Plan. ERISA Plan administrators are responsible for and may file a claim on behalf of an ERISA Plan; plan participants may not separately file a claim for the same securities. ASPI's employee retirement and/or benefit plan(s) are excluded from the Settlement Class.
57. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

58. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.
59. Only Settlement Class Members, i.e., persons and entities who purchased publicly traded ASPI common stock during the Settlement Class Period and were damaged as a result of such purchases will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. Publicly traded ASPI common stock is the only security included in the Settlement.

PROPOSED PLAN OF ALLOCATION

60. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are intended solely as a method to weigh the claims of Authorized Claimants against one another for the purpose of making a pro rata allocation of the Net Settlement Fund.
61. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making pro rata allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based primarily on the price declines observed over the period during which Lead Plaintiff alleges corrective information was entering the marketplace.
62. In the Action, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the Settlement Class Period (i.e., from September 26, 2024, through November 26, 2024, inclusive), which had the effect of artificially inflating the price of ASPI common stock.² The estimated alleged artificial inflation in the price of ASPI common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of ASPI common stock during the Settlement Class Period is based on certain misrepresentations alleged by Lead Plaintiff and the price change in ASPI common stock, net of market and industry factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Lead Plaintiff.

² Throughout the Settlement Class Period, ASPI common stock was listed on the Nasdaq Capital Market LLC, under the ticker symbol “ASPI.”

63. For losses to be compensable damages under the federal securities laws, disclosures correcting the alleged misrepresentations must have caused the decline in the price of ASPI common stock. Lead Plaintiff alleges that corrective disclosures removed the artificial inflation from the price of ASPI common stock on the following dates: November 26, 2024, and November 27, 2024 (the “Corrective Disclosure Dates”). Accordingly, in order to have a Recognized Loss Amount, ASPI common stock must have been purchased during the Settlement Class Period and held through at least one Corrective Disclosure Date.
64. To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her or its Recognized Loss Amount for those transactions will be zero.

Table 1		
Artificial Inflation in ASPI Common Stock		
From	To	Per-Share Inflation
September 26, 2024	November 25, 2024	\$2.66
November 26, 2024	November 26, 2024	\$0.79
November 27, 2024	Thereafter	\$0.00

65. The “90-day lookback” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss Amount for ASPI common stock. The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on ASPI common stock purchased during the Settlement Class Period and held as of the close of the 90-day period following the end of the Settlement Class Period (the “90-Day Lookback Period”) shall not exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period. The Recognized Loss Amount on ASPI common stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period shall not exceed the difference between the purchase price paid for such stock and its average closing price during the portion of the 90-Day Lookback Period that elapsed as of the sale date.
66. In the calculations below, all purchase and sale prices shall exclude any fees, taxes, and commissions. If a Recognized Loss Amount is calculated to be a negative number, that Recognized Loss Amount shall be set to zero. Any transactions in ASPI common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

67. Based on the formula set forth below, a “Recognized Loss Amount” shall be calculated for each purchase of ASPI common stock during the Settlement Class Period (i.e., from September 26, 2024, through November 26, 2024, inclusive) that is listed in the Claim Form and for which adequate documentation is provided.

For each share of ASPI common stock that was purchased during the period from September 26, 2024 through November 26, 2024, inclusive:

- a. that was sold before November 26, 2024, the Recognized Loss Amount is \$0.00.
- b. that was sold on November 26, 2024, the Recognized Loss Amount is *the lesser of*:
 - i. \$1.87; or
 - ii. the purchase price *minus* the sale price.
- c. that was sold during the period from November 27, 2024, through February 24, 2025, inclusive (*i.e.*, during the 90-Day Lookback Period), the Recognized Loss Amount is *the least of*:
 - i. the per-share price inflation on the date of purchase *minus* the per-share price inflation on the date of sale, as set forth in Table 1 above; or
 - ii. the purchase price *minus* the sale price; or
 - iii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale as set forth in Table 2 below.
- d. that was held as of the close of trading on February 24, 2025, the Recognized Loss Amount is *the lesser of*:
 - i. the per-share price inflation on the date of purchase as set forth in Table 1 above; or
 - ii. the purchase price *minus* the average closing price for ASPI common stock during the 90-Day Lookback Period, which is \$5.20.

Table 2					
Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
11/27/2024	\$5.02	12/27/2024	\$4.82	1/29/2025	\$5.07
11/29/2024	\$5.29	12/30/2024	\$4.81	1/30/2025	\$5.10
12/2/2024	\$5.22	12/31/2024	\$4.79	1/31/2025	\$5.11
12/3/2024	\$5.14	1/2/2025	\$4.80	2/3/2025	\$5.13
12/4/2024	\$5.09	1/3/2025	\$4.82	2/4/2025	\$5.14
12/5/2024	\$5.00	1/6/2025	\$4.83	2/5/2025	\$5.16
12/6/2024	\$4.94	1/7/2025	\$4.83	2/6/2025	\$5.18
12/9/2024	\$4.88	1/8/2025	\$4.82	2/7/2025	\$5.20
12/10/2024	\$4.84	1/10/2025	\$4.81	2/10/2025	\$5.22
12/11/2024	\$4.77	1/13/2025	\$4.82	2/11/2025	\$5.23

12/12/2024	\$4.74	1/14/2025	\$4.82	2/12/2025	\$5.24
12/13/2024	\$4.76	1/15/2025	\$4.83	2/13/2025	\$5.24
12/16/2024	\$4.85	1/16/2025	\$4.84	2/14/2025	\$5.25
12/17/2024	\$4.89	1/17/2025	\$4.87	2/18/2025	\$5.24
12/18/2024	\$4.86	1/21/2025	\$4.91	2/19/2025	\$5.23
12/19/2024	\$4.83	1/22/2025	\$4.96	2/20/2025	\$5.23
12/20/2024	\$4.84	1/23/2025	\$5.00	2/21/2025	\$5.22
12/23/2024	\$4.82	1/24/2025	\$5.05	2/24/2025	\$5.20
12/24/2024	\$4.80	1/27/2025	\$5.05	N/A	N/A
12/26/2024	\$4.82	1/28/2025	\$5.06	N/A	N/A

ADDITIONAL PROVISIONS

68. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 71 below) is \$10.00 or greater.
69. **FIFO Matching:** If a Settlement Class Member has more than one purchase or sale of ASPI common stock, all purchases and sales shall be matched on a first-in, first-out (“FIFO”) basis. Sales during the Settlement Class Period will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period.
70. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss Amounts for all shares of ASPI common stock.
71. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to such Authorized Claimant.
72. **“Purchase/Sale” Dates:** Purchases and sales of ASPI common stock 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 ASPI common stock during the Settlement Class Period shall not be deemed a purchase or sale of ASPI common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor shall such receipt or grant be deemed an assignment of any claim relating to the purchase of ASPI common stock unless (i) the donor or decedent purchased such ASPI common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with

respect to such ASPI common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

73. **Short Sales:** The date of a “short sale” is deemed to be the date of sale of ASPI common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has a short position in ASPI common stock, the earliest subsequent purchases during the Settlement Class Period shall be matched against such short position, and shall not be entitled to a recovery, until that short position is fully covered.
74. **Option Contracts:** Option contracts are not securities eligible to participate in the Settlement. With respect to ASPI common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of the stock shall be the exercise date of the option, and the purchase/sale price of the stock shall be the option strike price. Any Recognized Loss Amount arising from ASPI common stock purchased during the Settlement Class Period through the exercise of a publicly traded option on ASPI common stock shall be computed as provided for other purchases of ASPI common stock in the Plan of Allocation.
75. **ASPI Common Stock Acquired Through the Exercise, Conversion or Exchange of Non-Publicly Traded Securities:** Notwithstanding any of the above, ASPI common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities of ASPI is not eligible to participate in the Settlement. Furthermore, ASPI common stock acquired in exchange for securities of any other corporation or entity is not eligible to participate in the Settlement.
76. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.
77. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person

shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Lead 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. Lead Plaintiff, Defendants and their respective counsel, and all other Released Defendants' Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

78. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with his damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.ASPIsotopesSecuritiesSettlement.com.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

79. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$305,000, (consisting of actual expenses of up to \$290,000 for litigating the case and negotiating the Settlement, and reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to his representation of the Settlement Class in an aggregate amount not to exceed \$15,000). The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

80. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to ASP Isotopes Securities Litigation, EXCLUSIONS, c/o Settlement Administrator, P.O. Box 25199, Santa Ana, CA 92799. The exclusion request must be received no later than November 20, 2026. You will not be able to exclude yourself from the Settlement Class after that

date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in Leone v. ASP Isotopes Inc., et al., Case No. 1:24-cv-09253-CM”; (c) state the number of shares of publicly traded ASPI common stock that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

81. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiff’s Claim against any of the Released Defendants’ Parties.
82. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.
83. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?
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84. **Settlement 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 Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**
85. The Settlement Hearing will be held on December 15, 2026, at 12:30 p.m., before the Honorable Colleen McMahon at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, Courtroom 24A, 500 Pearl St., New York, NY 10007. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.
86. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and

briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before November 20, 2026. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are ***received on or before November 20, 2026.***

<u>Clerk's Office</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
Clerk of the Court U.S. District Court for the Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl St. New York, NY 10007	Glancy Prongay Wolke & Rotter LLP Garth Spencer, Esq. 1925 Century Park East Suite 2100 Los Angeles, CA 90067	Morgan, Lewis & Bockius LLP Michael D. Blanchard, Esq. One State Street Hartford, CT 06103

87. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of publicly traded ASPI common stock that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class. A person or entity submitting an objection shall be deemed to have submitted to the jurisdiction of the Court.
88. 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.
89. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is received **on or before November 20, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

90. 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 Lead Counsel and Defendants' Counsel at the addresses set forth in ¶86 above so that the notice is **received on or before November 20, 2026**.
91. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.
92. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

93. If you purchased or otherwise acquired publicly traded ASPI common stock between September 26, 2024 and November 26, 2024, inclusive, for the beneficial interest of persons or organizations other than yourself, you must, within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, either: (a) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and, within seven (7) calendar days of receipt of those Postcard Notices, forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice and Claim Form (collectively, the "Notice Packet") and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names, mailing addresses, and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at ASP Isotopes Securities Litigation, c/o Settlement Administrator, P.O. Box 25199, Santa Ana, CA 92799, in which event the Claims Administrator shall promptly mail the Postcard Notice, or email a link to the Notice Packet, to such beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed.
94. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address (to the extent available) provided to Claims Administrator; (b) \$0.02 per email for emailing the link to the Notice Packet; or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute

concerning the reasonableness of reimbursement costs shall be resolved by the Court.
YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.

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

95. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this 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 Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.ASPIsotopesSecuritiesSettlement.com.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

<i>In re ASP Isotopes Securities Litigation</i>	and/or	Garth Spencer, Esq.
c/o Settlement Administrator		Glancy Prongay Wolke & Rotter
P.O. Box 25199		LLP
Santa Ana, CA 92799		1925 Century Park East, Suite 2100
833-360-6782		Los Angeles, CA 90067
info@ASPIsotopesSecuritiesSettlement.com		(310) 201-9150
www.ASPIsotopesSecuritiesSettlement.com		settlements@glancylaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: July 9, 2026

By Order of the Court
United States District Court for the
Southern District of New York