IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SUPERNOVA PARTNERS ACQUISITION CO. SPAC LITIGATION	C.A. No. 2024-0887-PAF

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

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

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court") if you were a public stockholder of Supernova Partners Acquisition Company, Inc. (now known as Offerpad Solutions, Inc.) ("Supernova" or "Offerpad" or the "Company") who held shares of Supernova Class A Common Stock as of 5:00 PM EDT on August 27, 2021 (the "Redemption Deadline"), either of record or beneficially, if you did not redeem all of your shares in connection with the business combination ("Merger") between Supernova and Offerpad, Inc. ("Legacy Offerpad").[1]

Notice of Settlement: Please also be advised that (i) plaintiff Terry Jandreau ("Plaintiff"), individually and on behalf of the Class (defined in Paragraph 36 below); and (ii) defendants Alexander Klabin, Spencer Rascoff, Ken Fox, Jim Lanzone, Gregg Renfrew, Rajeev Singh, Robert Reid, Michael Clifton, and Supernova Partners, LLC ("Supernova Sponsor"), as well as former defendants Michael Burnett and Brian Bair ("Former Defendants"), (collectively, "Defendants," and together with Plaintiff, the "Parties," and each a "Party"), have reached a proposed cash settlement for $3,000,000.00 in total (the "Settlement Amount"), as set forth in the Stipulation. The Settlement, if approved, will resolve all claims in the Action against the Defendants.

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

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT.	If you are a member of the Class (defined in Paragraph 36 below), you may be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 37 below) must submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. *See* Paragraphs 46-68 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN NOVEMBER 17, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON DECEMBER 02, 2026, AT 3:15 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN NOVEMBER 17, 2026.	Filing a written objection and notice of intention to appear that is received by November 17, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the December 2, 2026 hearing may be conducted in person, by telephone or videoconference (*see* Paragraphs 71-79 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

[1] Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation of Settlement, dated July 15, 2026 (the "Stipulation" or "Settlement"). A copy of the Stipulation is available at **www.SupernovaDeSPACStockholderSettlement.com**.

WHAT THIS NOTICE CONTAINS

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being provided to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). *See* Paragraphs 71-79 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be disseminated to the Class. If you are a 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 the Action and the proposed Settlement generally affect your legal rights.

Please Note: the Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claims in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement and it becomes final, then payments to Eligible Class Members will be made after the date the Judgment becomes final (the "Effective Date").

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

WHAT IS THIS CASE ABOUT?

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

Factual Background

4. On August 31, 2020, Supernova, a special purpose acquisition company ("SPAC"), was incorporated in Delaware for the purpose of entering into a merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization, or other similar business combination with one or more businesses or entities.

5. On October 23, 2020, Supernova consummated its initial public offering ("IPO") of 40,250,000 units ("Public Units"), including 5,250,000 units under the underwriters' over-allotment option, with each unit consisting of one share of Supernova's Class A common stock and one-third of one warrant, each whole warrant to purchase one share of Supernova's Class A Common stock. The units were sold at an offering price of $10.00 per unit, generating gross proceeds of $402,500,000.

6. Simultaneously with the consummation of the IPO, Supernova consummated the private placement of 6,700,000 warrants at a price of $1.50 per warrant, generating total proceeds of $10,050,000. Offering costs amounted to approximately $22.8 million, inclusive of an underwriting discount of approximately $8.1 million and deferred underwriting commissions of approximately $14.1 million.

7. Following the consummation of the Supernova IPO, $402,500,000 was deposited into a United States based trust account (the "Trust Account") maintained by Continental Stock Transfer & Trust Company, acting as trustee.

8. On March 17, 2021, Supernova, Orchids Merger Sub, Inc. ("First Merger Sub"), Orchids Merger Sub, LLC ("Second Merger Sub"), and Legacy Offerpad entered into a merger agreement (the "Merger Agreement"), pursuant to which First Merger Sub merged with and into Legacy Offerpad, with Legacy Offerpad being the surviving company as a wholly owned subsidiary of Supernova. Legacy Offerpad then merged with and into Second Merger Sub, with Second Merger Sub being the surviving company as a wholly owned subsidiary of Supernova.

9. On August 12, 2021, Supernova filed the Form 424B3 with the Securities and Exchange Commission ("SEC") concerning the Merger (proxy together with any preliminary proxy filings, as well as any amendments or supplements thereto, the "Proxy"), which was mailed to Supernova stockholders on or about August 12, 2021. The Proxy informed stockholders of a special meeting to be held on August 31, 2021 (the "Special Meeting"), at which

Supernova stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was on August 27, 2021 (the "Redemption Deadline").

10. Prior to the Special Meeting, the holders of 36,862,087 shares of Supernova Class A Common Stock exercised their right to redeem those shares. Approximately 3,380,000 redemption-eligible shares were unredeemed.

11. On August 31, 2021, Supernova stockholders voted to approve the Merger and related transactions.

12. On September 1, 2021, the Merger and related transactions were consummated (the "Closing"). Following the Closing, Supernova was renamed Offerpad Solutions, Inc. Supernova common stock and warrants began trading on NYSE under the ticker symbols "OPAD" and "OPADW," respectively.

13. On July 2, 2024, Plaintiff sent Offerpad a books-and-records demand, pursuant to *8 Del. C.* § 220, to investigate the Merger and potential breaches of fiduciary duty.

Plaintiff Commences The Action

14. On August 26, 2024, Plaintiff commenced this action against Defendants on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Stockholder Class Action Complaint ("Complaint") in the Court of Chancery of the State of Delaware bearing the caption *Terry Jandreau v. Alexander Klabin, et al*., C.A. No. 2024-0887-PAF (the "Action").

15. The Complaint alleged that the Defendants breached their fiduciary duties, including by soliciting the Merger with the Proxy that the Complaint alleged to be materially misleading. First, the Complaint alleged that the Proxy was materially misleading because it claimed that Supernova common stock was worth $10 when it actually had less than $7.75 in net-cash per share. Second, the Complaint alleged that the Proxy was materially misleading because the projections for Legacy Offerpad were unrealistically optimistic. The Complaint also alleged that Michael Burnett and Brian Bair aided and abetted the Defendants' breaches of their fiduciary duties.

16. On September 19, 2024, the Court entered the Stipulation and Order for Interim Stay of Action, staying the Action to allow Offerpad to produce certain books and records pursuant to Plaintiff's *8 Del. C.* § 220 demand and for the parties to explore the potential resolution of the claims.

17. On February 24, 2025, the Court entered the Stipulation and Order to Dismiss Certain Defendants Pursuant to Rules 23(f) and 41(a)(1), which, *inter alia*, dismissed Michael Burnett and Brian Bair from the Complaint without prejudice.

18. On March 19, 2025, Plaintiff served Defendants with requests for document production and interrogatories.

19. Starting in May 2025, the Parties negotiated the terms of a potential settlement through Jed Melnick of JAMS (the "Mediator"), including a full-day mediation on May 22, 2025 (the "Mediation").

20. The Parties did not reach agreement on a settlement at the Mediation, but thereafter continued to negotiate through the Mediator.

21. On June 30, 2025, Plaintiff filed a Notice Lifting the Stay with the Court. Thereafter, the Parties met and conferred concerning a potential stipulated scheduling order.

22. After substantial negotiations concerning a case schedule, the Parties reached an impasse. The primary source of the Parties' disagreement was the timing of certain discovery deadlines and the filing of a class certification motion and briefs. Thereafter, Plaintiff prepared a Motion to Set Case Schedule, which was filed on August 4, 2025.

23. On August 5, 2025, Defendants filed their Opposition to Plaintiff's Motion to Set Case Schedule.

24. Also, on August 5, 2025, Plaintiff served a subpoena duces tecum on J.P. Morgan Securities LLC.

25. On August 6, 2025, Plaintiff filed his Reply in Support of His Motion to Set Case Schedule.

26. On August 12, 2025, the Court entered a Case Schedule.

27. On August 15, 2025, Defendants filed their Answer to the Verified Stockholder Class Action Complaint. In their Answer, Defendants responded to the allegations in the Complaint in the ordinary course. For example, Defendants disputed certain allegations concerning the Prospectus's disclosure of Supernova's net cash per share,

whether 3,387,913 shares could have been redeemed before the Merger, and the extent to which Offerpad's results tracked its Merger projections.

28. Additionally, Defendants raised the following affirmative defenses: (i) Plaintiff failed to state a claim; (ii) Defendants satisfied their fiduciary duties; (iii) the Merger was entirely fair; (iv) the Complaint failed to identify any material undisclosed fact; (v) the Company's exculpatory charter provision bars Plaintiff's claims; (vi) the business judgment rule applies to the Merger; (vii) Defendants relied in good faith upon their advisors; (viii) the Class did not suffer any damages; and (ix) the Class is overbroad.

29. On September 3, 2025, Defendants served Plaintiff with their First Requests for Production of Documents to Plaintiff; (i) First Set of Interrogatories Directed to Plaintiff; (ii) Responses and Objections to Plaintiff's First Requests for the Production of Documents Directed to the Defendants; and (iii) Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories Directed to the Defendants.

30. On September 18, 2025, Plaintiff served subpoenas duces tecum and ad testificandum on Offerpad Solutions, Inc., 75 and Sunny LP, and Ancient 1604, LLC.

31. On September 19, 2025, Defendants filed a Motion to Bifurcate the Proceedings, in which Defendants requested that the Court stay other proceedings while the Parties litigate damages issues.

32. On October 10, 2025, Plaintiff filed his Opposition to Defendants' Motion to Bifurcate the Proceedings. Also on this day, Plaintiff served Responses and Objections to Defendants' First Request for the Production of Documents to Plaintiff and Responses and Objections to Defendants' First Set of Interrogatories to Plaintiff.

33. On October 10, 2025, Defendants filed a Motion for Leave to File an Amended Answer and Affirmative Defense in an effort to seek Judgment on the Pleadings. Defendants' motion indicated that they sought to add the affirmative defense that Plaintiff's claims are barred by laches, due to the Court's motion to dismiss decision in *Reilly v. Horn*, 2025 WL 2781735 (Del. Ch. Sept. 30, 2025).

34. On October 13, 2025, as a result of arm's-length negotiations conducted through the Mediator, the Parties reached an agreement in principle to settle the Action, the definitive terms of which are reflected in this Stipulation.

35. On July 27, 2026, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

36. If you are a member of the Class, you are subject to the Settlement. The Class preliminary certified by the Court solely for purposes of the Settlement consists of:

> All Persons who held shares of Supernova Partners Acquisition Company, Inc. Class A Common Stock as of 5:00 PM EDT on August 27, 2021 (the "Redemption Deadline"), either of record or beneficially, and who did not redeem all of their shares, including their successors in interest who obtained their shares by operation of law, but excluding the Excluded Persons (as defined below).

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

37. "Eligible Class Members" means those Class Members who held Eligible Shares, i.e., holders of Supernova Class A Common Stock who had the right to but did not exercise their redemption rights by the Redemption Deadline as to all or some of their shares of Class A Common Stock held by them in connection with the Merger.

38. "Eligible Shares" means shares of Supernova Class A Common Stock owned by Class Members immediately after the Redemption Deadline that were not submitted for redemption in connection with the Merger.

39. "Excluded Persons" are (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was an officer, director, or partner of any Defendant, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had, a controlling interest; (f) affiliates, heirs, estates, trusts, successors, or assigns of any such excluded persons or entities; and (g) accounts that held Supernova stock for the benefit of any such excluded persons or entities.

WHAT ARE THE TERMS OF THE SETTLEMENT?

40. In consideration of the settlement of Released Plaintiff's Claims (defined in Paragraph 69 below) against Released Defendant Parties (defined in Paragraph 69 below), the Defendants shall pay or cause to be paid $3,000,000.00 in total cash consideration for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 46-68 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

41. The Settlement does not indicate or constitute an admission of any fault, flaw or infirmity in Plaintiff's claims. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that their claims in the Complaint have substantial merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the $3,000,000.00 cash payment to be distributed to Eligible Class Members through a common fund.

42. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein.

43. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon the evaluation of Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class, and has agreed to the terms and conditions set forth in the Stipulation.

44. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to the Released Plaintiff's Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Supernova stockholders, that the Merger was not entirely fair to, or in the best interests of, Supernova stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Supernova and its stockholders, and in compliance with applicable law. Defendants also deny that Supernova stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each Defendant asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Supernova and all of its stockholders. Defendants also believe that Plaintiff's claims are barred by laches because they were filed more than three years after Supernova published its proxy statement for the Merger.

45. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put the Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in the Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

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

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

47. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of the proposed Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

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

PROPOSED PLAN OF ALLOCATION

49. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely submit a valid and completed Claim Form (attached hereto as “Exhibit B-1”) to the Settlement Administrator in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Claim Forms must be postmarked or submitted online on or before January 4, 2027. Eligible Class Members who do not timely submit a valid Claim Form will not be entitled to any distributions from the Net Settlement Fund as set forth herein, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website, **www.SupernovaDeSPACStockholderSettlement.com**.

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

51. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all Persons who held shares of Supernova Partners Acquisition Company, Inc. Class A Common Stock as of 5:00 PM EDT on August 27, 2021 (the “Redemption Deadline”), and who elected not to redeem all or some of their Supernova Common Stock, including their successors in interest who obtained shares by operation of law, but excluding: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was an officer, director, or partner of any Defendant, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had, a controlling interest; (f) affiliates, heirs, estates, trusts, successors, or assigns of any such excluded persons or entities; and (g) accounts that held Supernova stock for the benefit of any such excluded persons or entities.

52. Eligible Class Members are those Class Members who shares of Supernova Partners Acquisition Company, Inc. Class A Common Stock as of 5:00 PM EDT on August 27, 2021, that were not submitted for redemption in connection with the Merger.

53. “Eligible Shares” means redemption-eligible shares of Supernova Common Stock owned by Class Members immediately after the Redemption Date that were not submitted for redemption in connection with the Merger.

54. Excluded Persons (as defined in Paragraph 39) shall not have any right to receive any part of the Settlement Fund for their own account(s) (i.e., accounts in which they hold any ownership interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

CALCULATION OF TOTAL LOSS

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

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

b. The Total Loss for each Eligible Share sold after close of the market on August 27, 2021, at a price below

$10.00, shall be calculated as the Redemption Price of $10.00 minus the sale price, plus the Nominal Amount (as defined below).

c. The Total Loss for each Eligible Share held as of the close of trading on August 26, 2024 shall be $9.82.

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

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

57. The Net Settlement Fund shall be distributed to Eligible Class Members on a *pro rata* basis based on the relative size of the Eligible Class Member's Total Losses. Specifically, a "Claimed Distribution Amount" will be calculated for each Eligible Class Member, which will be the sum of the Eligible Class Member's Total Losses divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund. If the Eligible Class Member's Claimed Distribution Amount calculates to less than $10.00, it will not be included in the calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

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

ADDITIONAL PROVISIONS

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

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

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

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

63. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

64. Distributions will be made to Eligible Class Members pursuant to this Plan of Allocation after the Court has finally approved the Settlement, all claims have been processed, and the Court has approved a final distribution of the Net Settlement Fund.

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

a. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

b. For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution. If after completion of such follow-up efforts $50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under $50,000. At such time as the remaining balance is less than $50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

66. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court for this Settlement, shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiff, Plaintiff's Counsel, any Plaintiff's expert, Defendants or any of Released Defendant Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiff's 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. Plaintiff, Plaintiff's Counsel, Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any submitted Claim Form or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

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

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

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

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

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

"Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, assigns, immediately family members, insurers, and reinsurers.

"Released Defendant Parties" means Defendants, Former Defendants, Offerpad, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, immediate family members, assigns, insurers, and reinsurers.

"Released Plaintiff's Claims" means, as against the Released Defendant Parties, any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, administrators, estates, heirs, assigns and transferees, immediate and remote and any Person acting for or on behalf of, or claiming under or through any of them, and each of them, (a) asserted in the Action; or (b) could have alleged, asserted, set forth, or claimed in the Action by Plaintiff or any other member of the Class, that (1) concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of Supernova common stock during the Class Period, as to which Plaintiff or Class Members had redemption rights, including, but not limited to any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures related to or concerning the Merger or Legacy Offerpad, or (iv) the control or participation of any of Released Defendant Parties with respect to any of the foregoing. For the avoidance of doubt, Released Plaintiff's Claims shall not include the right to enforce this Stipulation, the Settlement, or the Order and Final Judgment in this Action.

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

"Released Defendants' Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, sanction, penalties, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under state, federal, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have in any capacity that, in full or in part, concern, relate to, arise out of, or are in any way connected to the investigation, institution, prosecution, or settlement of the claims and allegations in the Action. For the avoidance of doubt, Released Defendants' Claims shall not include the right to enforce this Stipulation, the Settlement, or the Order and Final Judgment.

"Unknown Claims" means any Released Plaintiff's Claims and Released Defendants' Claims that a releasing Person does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Plaintiff and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

By Order of the Court, all proceedings in the Action against the Defendants, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiff's Released Claims against any of Released Defendant Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

70. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been reimbursed for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiff's Counsel will seek a Fee and Expense Award consisting of attorneys' fees in a value not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action which shall exclude Notice and Administration Costs and shall not exceed $250,000 (the "Fee Application"), which application will be wholly inclusive of any request for attorneys' fees and expenses by Plaintiff's Counsel in connection with the Settlement. Plaintiff may seek Court approval of a service award, to be paid to Plaintiff exclusively out of the Fee and Expense Award, in an amount not to exceed $5,000.00. Defendants will not oppose or otherwise dispute the Fee Application, and if approved, it will be paid from the Settlement Amount.

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

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

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

73. The Settlement Hearing will be held on **December 2, 2026, at 3:15 p.m.,** before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representatives for the Class and Plaintiff's Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the claims in the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

74. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for the Fee and Expense Award (an "Objector"); provided, however, that no Objector shall be heard or entitled to object unless **on or before November 17, 2026,** such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph

75 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiff's Counsel and Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801

PLAINTIFF'S COUNSEL
Tiffany Geyer Lydon, Esquire ASHBY & GEDDES, P.A. P.O. Box 1150 Wilmington, DE 19899 tlydon@ashbygeddes.com
DEFENDANTS' COUNSEL
Elena C. Norman YOUNG CONAWAY STARGATT & TAYLOR 1000 N. King Street Wilmington, DE 19801 enorman@ycst.com

75. Any objections must: (i) identify the name, address, and telephone number of the objector and, if represented, their counsel, (ii) provide proof of membership in the Class, (iii) contain a written statement describing such person's objections to any matter before the Court, (iv) set forth the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) attach or include all documents and writings such person desires the Court to consider. Documentation establishing that an Objector is a member of the Class may consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

76. 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.

77. 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 Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 74 above so that the notice is ***received*** **on or before November 17, 2026**.

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

79. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiff's Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

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

80. This Notice contains only a summary of the Action and the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, **www.SupernovaDeSPACStockholderSettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Supernova Stockholder Settlement, c/o Epiq, PO Box 2587, Portland, OR 97208-2587.

81. If you have any further questions about the Action, the Settlement, or your rights as a Class member, you may also contact Plaintiff's Counsel:

Donald J. Enright
Levi & Korsinsky, LLP
1101 Vermont Ave, NW, Suite 800
Washington, DC 20005
denright@zlk.com
(202) 524-4292

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

82. If you are a broker or other nominee that held Supernova common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Supernova Stockholder Settlement, c/o Epiq, PO Box 2587, Portland, OR 97208-2587. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

83. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, **www.SupernovaDeSPACStockholderSettlement.com**, by calling the Settlement Administrator at 1-877-715-8650, or by emailing the Settlement Administrator at **info@SupernovaDeSPACStockholderSettlement.com**.

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

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

Dated: August 24, 2026