

Yongsoo Huh

CBNJY4ID58

## LETTER OF TRANSMITTAL

## NJOY HOLDINGS, INC.

This Letter of Transmittal (this "Letter of Transmittal"), including a properly completed and duly executed Internal Revenue Service ("IRS") Form W-9 for "United States persons" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (or, for a non-United States person, a properly completed and duly executed appropriate IRS Form W-8), is required in connection with that certain Agreement and Plan of Merger, dated as of March 3, 2023, by and among Altria Group, Inc. ("Parent"), a corporation organized under the Laws of the State of Virginia, Altria Innovations II Inc. ("Merger Sub"), a corporation organized under the Laws of the State of Delaware, NJOY Holdings, Inc. (the "Company"), a corporation organized under the Laws of the State of Delaware, and Mudrick Capital Management, LP, a limited partnership formed under the Laws of Delaware, and Homewood Capital LLC, solely in their capacity as the equityholders' representative thereunder (acting together, the "Equityholders' Representative") (as may be amended or modified from time to time, the "Merger Agreement"), to effectuate the surrender of the shares of Class A Common Stock and Class B Common Stock, each with \$0.0001 par value per share, including the Restricted Shares, listed in the box below titled "Description of Shares Surrendered" ("Shares") in connection with the merger of Merger Sub with and into the Company, with the Company being the surviving entity (the "Merger"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement. A copy of the Merger Agreement is attached hereto as Exhibit A. You are encouraged to read carefully the entire Merger Agreement and each of the other documents provided to you in connection therewith.

**Delivery of this Letter of Transmittal may be made (a) using the Paying Agent's online platform, or (b) to the address of the Paying Agent set forth immediately below by (i) hand delivery, (ii) registered mail or (iii) UPS overnight delivery or other overnight courier services. Delivery of any Physical Certificate(s) may be made to the address of the Paying Agent set forth immediately below by (i) hand delivery, (ii) registered mail or (iii) UPS overnight delivery or other overnight courier services. Please retain a copy of this Letter of Transmittal and any other required materials for your records.**

Citibank, N.A.  
10300 SW Allen Blvd.  
Beaverton, OR 97005  
Attn: NJOY Holdings, Inc. Paying Agent  
Email: cpb.paying.agent@epiqglobal.com

**For information call: (646) 282-1805**

**IMPORTANT: Delivery of this instrument other than as set forth above does not constitute valid delivery.**

**THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT SUBMISSIONS WILL BE ACCEPTED. THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL IS AT THE OPTION AND RISK OF THE OWNER.**

In order to receive payment in respect of your Shares, you must (i) surrender any Physical Certificate(s) representing your Shares if any are in your possession (if applicable), (ii) complete, sign and deliver this Letter of Transmittal (including by completing the applicable boxes below and by providing applicable payment instructions) and (iii) properly complete and execute an IRS Form W-9 or appropriate IRS Form W-8, as applicable (see General Instructions). Please also read the "General Instructions" on pages 11 and 12.

BOX A DESCRIPTION OF SHARES SURRENDERED		
Class	Certificate Number*	Number of Shares
Class A Common Voting (CA)	CA-0007	13,061
	Total Number of Shares:	13,061

BOX B REGISTERED HOLDER CONTACT INFORMATION		
Registered Holder Name: <u>Yongsoo Huh</u>		
Mail Notices to the Attention of: <u>Yongsoo Huh</u>		
Address: <u>39-8 Seonjamro 5 Gil Sunbuk-Gu</u>		
_____		
City: <u>Seoul</u>	State/Province: _____	Postal Code: <u>02838</u>
Country: <u>Korea, South</u>		
Email Address: <u>yshuh@Hotmail.com</u>		
Telephone Number: <u>+821075540100</u>		

\* If you were issued any physical certificate(s) representing any of your Shares (“Physical Certificate(s)”), such Physical Certificate(s) will need to be delivered to the Paying Agent to the address indicated on page 1 of this Letter of Transmittal.

On the terms and subject to the conditions of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any other Person, each Common Share issued and outstanding immediately prior to the Effective Time (excluding Excluded Shares and Dissenting Shares, if any), including your Shares, will be canceled and extinguished and automatically converted into the right to receive from Parent, subject to the terms of the Merger Agreement and prior receipt by the Paying Agent of a validly executed and completed Letter of Transmittal, (x) the Common Stock Per Share Merger Consideration, in cash, without interest and (y) the applicable portion of any Future Distribution Amount or Contingent Payment as determined in accordance with each holder of Common Share’s Transaction Percentage. At the Effective Time, any certificate(s) representing your Shares that are held in electronic format with Carta (the “Electronic Certificates”, and, together with the Physical Certificate(s), the “Certificates”) will be deemed to have been surrendered and cancelled automatically without any action by any Person.

**\*\* Please also complete and deliver the “Payment Instructions” set forth herein\*\***



Ladies and Gentlemen:

In accordance with the terms of the Merger Agreement, you (the “Undersigned” or “you”), as the registered and beneficial holder of Shares hereby irrevocably and unconditionally surrender the type and number of Shares listed in the box above titled “Description of Shares Surrendered” (and any Physical Certificate(s) that are in your possession that represent such Shares, if any) to the Paying Agent, in exchange for cash consideration consisting of the applicable portion of the Transaction Consideration payable to the Undersigned pursuant to and in accordance with the terms set forth in the Merger Agreement in respect of such Shares so surrendered.

At the Effective Time, each Certificate representing outstanding Shares will automatically be cancelled and each outstanding Share will be deemed from and after the Effective Time, for all purposes, to evidence only the right to receive the applicable portion of the Transaction Consideration payable in respect of such shares in accordance with the terms of the Merger Agreement, when and if payable pursuant to the terms thereof, and without interest thereon. The Undersigned’s right to receive payment for the Undersigned’s portion of the Transaction Consideration represented by the Undersigned’s Shares is conditioned, in part, on the Undersigned properly completing, signing and delivering this Letter of Transmittal to the Paying Agent, and, if any Physical Certificate(s) are in your possession, the surrender of such Physical Certificate(s), and if, one or more of such Physical Certificate(s) that were in your possession have been lost, stolen or destroyed, an affidavit of lost certificate and indemnity agreement in favor of the Equityholders’ Representative, Parent, Merger Sub, the Company, the Surviving Corporation or their respective Affiliates. In accordance with the Merger Agreement, except as otherwise provided below, the Undersigned agrees that the Certificates representing the Shares listed in the “Description of Shares Surrendered” section of this Letter of Transmittal are hereby surrendered or deemed to be surrendered in exchange for the portion of the Transaction Consideration to which the Undersigned is entitled under and subject to the terms of the Merger Agreement, at the times specified therein, minus any required tax deductions or withholdings, if any, in accordance with Article II of the Merger Agreement. Delivery of Physical Certificate(s) will be effected, and risk of loss and title to Physical Certificate(s) will pass, only upon proper delivery of such Physical Certificate(s) to the Paying Agent.

By delivery of this Letter of Transmittal to the Paying Agent, the Undersigned acknowledges receipt of a copy of the Merger Agreement and acknowledges and agrees that the Undersigned has had an opportunity to review and understand, the escrow provided therein, the Transaction Consideration provisions of Article II of the Merger Agreement, and the other provisions of the Merger Agreement binding on Equityholders, including, but not limited to, Section 2.7, Section 2.10, Section 2.11, Section 2.12, Section 5.3(b), Section 5.5 and Section 7.1(b) thereof, and the Undersigned’s signature on this Letter of Transmittal constitutes the Undersigned’s acknowledgement and agreement that (A) with respect to the Transaction Consideration, portions of the Transaction Consideration were not paid to the Paying Agent for distribution to the applicable Equityholders at the Closing, but instead (i) a portion of the Transaction Consideration was deposited at the Closing in an escrow account to be administered and distributed in accordance with the Merger Agreement and the Escrow Agreement among Parent, the Equityholders’ Representative and Citibank, N.A., as the escrow agent (the “Escrow Agreement”), and (ii) a portion of the Transaction Consideration was deposited with the Equityholders’ Representative as the Representative Amount (collectively with the consideration in clause (i) of this paragraph, the “Holdback Consideration”) and (B) the Undersigned Agrees to be bound by Section 2.7, Section 2.10, Section 2.11, Section 2.12, Section 5.3(b), Section 5.5 and Section 7.1(b) of the Merger Agreement as if the Undersigned were a party to the Merger Agreement. In addition, the Undersigned acknowledges that the Holdback Consideration, if any, shall, if applicable, be distributed to the Undersigned pursuant to the terms and conditions of this Letter of Transmittal and Section 2.7 of the Merger Agreement, and only in such amounts, if any, and at such times, if at all, as provided for in the Merger Agreement.

1. As of immediately prior to the Effective Time, the Undersigned is or was the legal and beneficial owner of the Shares, with good title to the Shares and full power and authority to sell, assign and transfer the Shares, free and clear of all Liens (except as set forth in the Stockholders Agreement). Other than any Options or Warrants held by the Undersigned, the Undersigned is not a party to any purchase, option, warrant, pledge, call option, put option, subscription right, conversion right, exchange right, right of first refusal, preemptive right or similar right providing for the disposition or acquisition of Shares or other equity interests of the Company or any of its Subsidiaries. Except as set forth in the Stockholders Agreement, the Undersigned is not a party to any voting trust, equityholder agreement, proxy or other agreement or understanding with respect to the voting or transfer of any of the Undersigned’s Shares, Warrants, Options or other Capital Stock of the Company. Other than the Certificates listed in the box above titled “Description of Shares Surrendered”, the Undersigned does not own or otherwise hold any certificates representing Common Shares of the Company. The Undersigned acknowledges that each Certificate will be cancelled as of the Effective Time.



2. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the Undersigned and shall not be affected by, and shall survive, the death or incapacity of the Undersigned.
3. The Undersigned acknowledges that (a) all of the members of the Board of Directors of the Company (including the requisite Mudrick Nominee, as defined in the Stockholders Agreement), have approved the Merger Agreement and the consummation of the Merger and the other Transactions, which constitute a "Sale Event" pursuant to the Stockholders Agreement, and, (b) in accordance with Section 4.1 of the Stockholders Agreement, upon such approval, all holders of Shares, including the Undersigned, are required to comply with the "drag-along" provisions set forth therein, including by, among other things, taking all actions in support of the Sale Event as shall reasonably be requested by the Company in order to carry out the terms and provision of Article IV of the Stockholders Agreement, including without limitation, by voting all of his, her or its Shares in favor of the Merger and executing and delivering all related documentation.
4. The Undersigned agrees that he, she or it has waived all appraisal, dissenter's or similar rights in connection with the "drag-along" sale, which includes the Merger, pursuant to Section 4.1 of the Stockholders Agreement. IN FURTHERANCE OF THE FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, THE UNDERSIGNED HEREBY IRREVOCABLY AND FOREVER WAIVES AND AGREES NOT TO EXERCISE OR ASSERT ANY APPRAISAL OR DISSENTERS' OR SIMILAR RIGHTS THAT THE UNDERSIGNED MAY HAVE OR COULD POTENTIALLY HAVE OR ACQUIRE IN CONNECTION WITH THE MERGER OR ANY OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT UNDER ANY APPLICABLE LAW AND OTHERWISE, AND AGREES TO BE BOUND BY AND COMPLY WITH SECTION 2.7, SECTION 2.10, SECTION 2.11, SECTION 2.12, SECTION 5.3(B) SECTION 5.5 AND SECTION 7.1(B) OF THE MERGER AGREEMENT AS IF THE UNDERSIGNED WERE A PARTY TO THE MERGER AGREEMENT.
5. The Undersigned hereby irrevocably and forever waives any rights granted to them pursuant to the Stockholders Agreement or any agreements (including any side letter agreements) entered into in connection with the Stockholders Agreement that may be triggered or exercisable in connection with the Transactions, including, but not limited to, any co-sale right, right of first refusal, right of first offer or other similar rights or rights to notifications that may be applicable to the Undersigned, in each case, whether granted pursuant to the General Corporation Law of the State of Delaware, the Stockholders Agreement, any related agreement or otherwise.
6. By executing and delivering this Letter of Transmittal, the Undersigned hereby consents to and approves the Merger, the execution and performance of the Merger Agreement and all of the Ancillary Agreements by the Equityholders' Representative and the Company and the completion of the Transactions.
7. By executing and delivering this Letter of Transmittal, the Undersigned hereby irrevocably and unconditionally waives any and all rights to any notice that may be required in connection with the Merger, whether pursuant to the Company Charter, the Company by-laws, the Stockholders Agreement or any other agreement to which the Company and the Undersigned are parties or otherwise.
8. The Undersigned understands that (a) unless and until the Undersigned surrenders his, her or its Physical Certificate(s) (if applicable) or if, one or more of such Physical Certificate(s) have been lost, stolen or destroyed, an affidavit of lost certificate and indemnity in favor of the Equityholders' Representative, Parent, Merger Sub, the Company, the Surviving Corporation or their respective Affiliates, if applicable, and submits a properly completed Letter of Transmittal to the Paying Agent according to the terms herein, no cash payments of the Transaction Consideration pursuant to the Merger Agreement shall be made to the Undersigned or its designee, (b) payment is conditioned on the closing of the Merger, and (c) no interest will accrue or be paid on any payments due.
9. The Undersigned hereby irrevocably appoints Equityholders' Representative as the sole and exclusive representatives, agent and attorney-in-fact of the Undersigned to act as the agent and on behalf of the Undersigned following the Closing regarding any matter relating to or under the Merger Agreement, the Paying Agent Agreement and the Escrow Agreement, including for the purposes of: (i) making decisions and taking any actions with respect to the determination of the Final Purchase Price under Section 2.7 of the Merger Agreement or any Contingent Payment (or any right with respect thereto); (ii) accepting notices on behalf of the Undersigned in accordance with Section 10.4 of the Merger Agreement; (iii) executing and delivering, on behalf of the Undersigned, any and all notices, agreement, documents or certificates to be executed by the Undersigned, in connection with the Merger Agreement and the Transactions (including the Escrow Agreement or the Paying Agent Agreement) and any amendments, modifications or changes



thereto; (iv) granting any consent or approval on behalf of the Undersigned under the Merger Agreement, the Escrow Agreement or the Paying Agent Agreement, (v) providing Equityholders with reasonable updates on the status of the Contingent Payment process, (vi) taking or refraining from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to the Merger Agreement, the Escrow Agreement or the Paying Agent Agreement and the Transactions, and (vii) engaging attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate in the judgment of Equityholders' Representative for the accomplishment of the foregoing. As the representative of the Undersigned under the Merger Agreement, Equityholders' Representative shall act as the agent for the Undersigned, shall have authority to bind the Undersigned in accordance with the Merger Agreement, and Parent may rely on such appointment and authority until the receipt of notice of the appointment of a successor Equityholders' Representative upon two (2) Business Days' prior written notice to Parent (subject to Parent's written consent as set forth in this Section 9. Parent and the Escrow Agent may conclusively rely upon, without independent verification or investigation, all decisions made by Equityholders' Representative in connection with the Merger Agreement in writing and signed by an officer of either Equityholders' Representative. Any actions taken, exercises of rights, power or authority, and any decision or determination made by the Equityholders' Representative, shall be absolutely and irrevocably binding on the Undersigned as if the Undersigned personally had taken such action, exercised such rights, power or authority or made such decision or determination in the Undersigned's individual capacity, and the Undersigned shall not have the right to object, dissent, protect or otherwise contest the same.

The Undersigned hereby appoints Equityholders' Representative as the Undersigned's true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, in the Undersigned's name, place and stead, in any and all capacities, in connection with the Transactions, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the sale of the Undersigned's Shares as fully to all intents and purposes as the Undersigned might or could do in person.

Equityholders' Representative shall be authorized to use the Representative Amount in its sole and absolute discretion to carry out its responsibilities as Equityholders' Representative. The Equityholders' Representative shall have the right to recover from the Representative Amount, prior to any distribution of the Representative Amount to the Undersigned and the other Equityholders, the Equityholders' Representative's out-of-pocket costs and expenses incurred by it or its representatives in the performance of its duties hereunder. In the event that the Representative Amount is insufficient to cover such costs and expenses, then the Equityholders' Representative shall be able to recover any deficit from any Future Distribution Amount or Contingent Payment prior to distribution of such amounts to the Undersigned and the other Equityholders pursuant to the terms of the Merger Agreement.

Except for Fraud or Willful Breach, Equityholders' Representative, the Paying Agent and the Escrow Agent shall have no liability to the Undersigned under the Merger Agreement or any Ancillary Agreement for any action or omission by Equityholders' Representative, the Paying Agent or the Escrow Agent on behalf of the other Equityholders. Equityholders' Representative shall not resign its position without the written consent of Parent (which consent shall not be unreasonably withheld).

The power of attorney granted by the Undersigned to Equityholders' Representative pursuant to this Section 9 is coupled with an interest and is irrevocable and shall not terminate or otherwise be affected by the death, disability, incompetence, bankruptcy or insolvency of the Undersigned.

10. The Undersigned has duly executed and delivered this Letter of Transmittal, together with a properly completed and duly executed IRS Form W-9 or the appropriate IRS Form W-8, as applicable, substantially in the form attached as Exhibit B (the "Specified Document"), to the Paying Agent, and this Letter of Transmittal constitutes the legal, valid and binding obligation of the Undersigned, enforceable against the Undersigned in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, receivership, moratorium or other Laws affecting the enforcement of creditors' rights generally. If the Undersigned is a natural Person, the Undersigned is competent to, and has full legal capacity and authority to, execute and deliver this Letter of Transmittal and the Specified Document and to perform its obligations hereunder and to consummate the transactions contemplated hereby. If the Undersigned is not a natural Person, the Undersigned (a) is duly organized or incorporated, validly existing and in good standing (or equivalent thereof) under the Laws of the jurisdiction of its incorporation, formation or organization, (b) has all requisite power and authority to execute and deliver this Letter of Transmittal and the Specified Document and to perform its obligations hereunder and to consummate the transactions contemplated hereby, (c) the execution and delivery of this Letter of Transmittal and the



Specified Document (i) has been duly and validly authorized by all necessary actions of the Undersigned, (ii) will not conflict with or result in a material breach or material violation of, or material default (or an event that, with notice or lapse of time or both, would become a default) under, or require any consent of any Person pursuant to, or give to others any rights of termination, modification, acceleration or cancellation of, any Contract to which the Undersigned is a party, and (iii) will not result in the creation or imposition of any Lien upon or forfeiture of any of the Undersigned's Shares and (d) the Person executing this Letter of Transmittal on behalf of the Undersigned has full power and authority to execute and deliver this Letter of Transmittal on behalf of the Undersigned and to thereby bind the Undersigned. If the Undersigned is a married natural Person and the Shares owned by the Undersigned constitute community property or if spousal or other approval is required for this Letter of Transmittal to be legal, valid and binding, this Letter of Transmittal has been duly authorized, executed and delivered by, and constitutes the legal, valid and binding agreement of, such Undersigned's spouse, enforceable against such spouse in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, receivership, moratorium or other Laws affecting the enforcement of creditors' rights generally. The Undersigned represents and warrants that neither the Undersigned nor, if applicable, any payee designated by the Undersigned to receive payment hereunder in the table entitled "Special Payment Instructions" herein, is a Sanctioned Person or located in a Sanctioned Jurisdiction.

11. The Undersigned represents and warrants that the Undersigned has consulted, or had the opportunity to consult, with the Undersigned's legal counsel or other independent tax, accounting, regulatory and financial advisors with respect to, and fully understands the meaning and intent of, this Letter of Transmittal and the Specified Document, including, but not limited to, the final and binding effect of this Letter of Transmittal and the surrender of the Undersigned's Shares (and, if applicable, Physical Certificate(s) representing such Shares). The decision of the Undersigned to execute this Letter of Transmittal has been made by the Undersigned based solely on its own review of this Letter of Transmittal and the Merger Agreement and independently of any other Equityholder and independently of any information, materials, statements or opinions as to the terms and conditions of this Letter of Transmittal and the Merger Agreement that may have been made or given by Equityholders' Representative, any other Equityholder, the Company, Parent, the Surviving Corporation or any of their respective Representatives, and none of the foregoing shall have any liability to the Undersigned (or any Person) relating to or arising from any such information, materials, statements or opinions, except as expressly provided in a written agreement, if any, between or among such parties.
12. The Undersigned acknowledges that the Undersigned and his, her or its Representatives are, or may be, in possession of Confidential Material concerning the Company and its Subsidiaries. The Undersigned shall, and shall cause his, her or its controlled Affiliates and shall request that any of his, her or its other Affiliates, if any, to whom the Undersigned has provided Confidential Material to and the Undersigned's and their respective Representatives, if any, which have been provided Confidential Information to, treat confidentially and not disclose all or any portion of such Confidential Material and use the Confidential Material only for the purpose of operating the Company's businesses in the ordinary course in accordance with the Merger Agreement and monitoring the Undersigned's investment in the Company, including to enforce rights hereunder. If, following the Closing, the Undersigned or any of his, her or its Affiliates or the Undersigned's or their respective Representatives is requested or required to disclose any of the Confidential Material (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), the Undersigned shall, or shall cause any such controlled Affiliate and shall request his, her or its other Affiliates and the Undersigned's and their respective Representatives, to provide Parent with prompt written notice of such request so that Parent, at its sole expense, may seek an appropriate protective order or other appropriate remedy. At any time that such protective order or remedy has not been obtained, the Undersigned or such controlled Affiliate may disclose and such Equityholder shall request that such other Affiliate or Representative disclose only that portion of the Confidential Material which such Person is required by applicable Law to disclose or of which disclosure is required to avoid a sanction for contempt or any similar sanction. Notwithstanding anything to the contrary, the provisions of this Section 12 shall survive the Closing and continue in full force and effect thereafter.
13. For good and valuable consideration, the receipt and sufficiency of which the Undersigned acknowledges, the Undersigned, for himself, herself or itself and his, her or its controlled Affiliates, and each of their respective officers, managers, directors, equityholders successors, assigns, and other individuals and entities claiming through the assigned (collectively, the "Equityholder Releasing Parties"), absolutely, unconditionally and irrevocably, now and forever, releases and discharges Parent, the Surviving Corporation and their respective Affiliates and Subsidiaries and each of their respective successors and assigns, and any present or former directors, managers, officers, employees or agents of such Person (each, a "Parent Released Party"), of and from, and hereby absolutely, unconditionally and irrevocably



waives, any and all claims, debts, losses, expenses, proceedings, covenants, liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, at law or in equity or otherwise (collectively, the respective “Parent Released Claims”) that such party ever had, now has or ever may have or claim to have against any Parent Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising with respect to such Equityholder Releasing Parties in connection with or related to their status as equityholders of the Company and its Subsidiaries or the Transactions; provided, that, Parent Released Claims excludes (a) any claims with respect to the Merger Agreement or any Ancillary Agreement as to which such Person is a party, to the extent such claims can otherwise be made post-Closing pursuant to the terms of the Merger Agreement or an Ancillary Agreement as to which such Person is a party and (ii) any claims for Fraud or Willful Breach on the part of any Parent Released Party. The Undersigned, on behalf of himself, herself or itself and the other Equityholder Releasing Parties, expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims. The Undersigned, on behalf of himself, herself or itself and the other Equityholder Releasing Parties, understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledge and agree that this waiver is an essential and material term of the Merger Agreement. The Undersigned, on behalf of himself, herself or itself and the other Equityholder Releasing Parties, acknowledges that Parent has relied on the waiver and release provided in this Section 13 in connection with entering into the Merger Agreement and that this Section 13 is intended for the benefit of, and to grant third party rights to, the Parent Released Parties to enforce this Section 13. From and after the Closing, Undersigned, on behalf of himself, herself or itself and the other Equityholder Releasing Parties, covenants and agrees that neither the Undersigned, nor any Person from whom a claim has been released above, shall sue or make any claim against any of the Parent Released Parties on the basis of any of the Parent Released Claims herein released and discharged, except in the case of Fraud or Willful Breach on the part of any Parent Released Party. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS LETTER OF TRANSMITTAL INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, EVEN THOSE UNKNOWN CLAIMS THAT IF KNOWN BY THE UNDERSIGNED, WOULD AFFECT HIS OR HER DECISION TO EXECUTE THIS LETTER OF TRANSMITTAL, AND HEREBY WAIVES ALL RIGHTS WHICH MAY EXIST UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

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.

14. The provisions of this Letter of Transmittal may be amended or waived only with the prior written consent of each of the Company or the Surviving Corporation, as applicable, the Equityholders’ Representative and the Undersigned.
15. Section 10.8 through Section 10.10, Section 10.12 through Section 10.14 and Section 10.17 of the Merger Agreement are hereby incorporated by reference in this Letter of Transmittal, *mutatis mutandis*.
16. The Equityholders’ Representative, the Company, the Escrow Agent, the Paying Agent and Parent shall be intended, express third-party beneficiaries of this Letter of Transmittal for all purposes and shall be entitled to enforce this Letter of Transmittal and rely upon the representations, warranties and other agreements set forth herein. The Undersigned shall, upon request, execute and deliver any additional documents requested by the Paying Agent or the Company which are reasonably necessary or desirable to complete the surrender of the Shares (and, if applicable, any Physical Certificate(s) representing such Shares). Under the United States federal backup withholding rules, the gross proceeds payable to a person in exchange for Shares pursuant to the terms of the Merger Agreement may be subject to United States federal income tax backup withholding, which is currently at a rate of 24%. Such amounts must be withheld and remitted to the IRS, unless the applicable payee (i) provides such person’s taxpayer identification number (employer identification number or social security number), certifies under penalties of perjury that this number is correct and certifies under penalties of perjury that such person is not subject to backup withholding of United States federal income tax on IRS Form W-9 or (ii) otherwise establishes an exemption from backup withholding. If the payee does not provide the correct taxpayer identification number or otherwise establish an adequate basis for exemption, the payee may be subject to backup withholding and certain penalties imposed by the IRS. Backup withholding is not an additional tax, and any amounts withheld under the backup withholding rules may be allowed as a credit against such payee’s United States federal income tax liability or may entitle the payee to a refund, provided the required information is timely furnished to the IRS. Certain persons may not be subject to these backup withholding and reporting requirements with



respect to certain types of payments. To avoid backup withholding, each payee that is a United States person for United States federal income tax purposes should complete, sign and submit with its Letter of Transmittal the IRS Form W-9 included as part of the Letter of Transmittal, as described in paragraph 11 hereof. A payee that is not a United States person for United States federal income tax purposes may be subject to backup withholding unless such payee complies with certification procedures to establish an exemption from backup withholding. In addition, if a payee that is not a United States person for United States federal income tax purposes is not subject to backup withholding, withholding at a rate of 30% (or such lower rate as may be applicable under an income tax treaty) may nonetheless apply to amounts payable to such payee out of escrow pursuant to the Escrow Agreement or in connection with any Contingent Payment that are treated as interest income for United States federal income tax purposes, unless such payee complies with certification procedures to establish an exemption from or reduced rate of withholding. Therefore, each payee that is not a United States person for United States federal income tax purposes should complete, sign and submit with its Letter of Transmittal an applicable IRS Form W-8, signed under penalties of perjury, attesting to such payee's exempt status with respect to backup withholding and such payee's eligibility for an exemption from or reduced rate of withholding under a treaty, if applicable.

17. The Undersigned acknowledges that the Company believes that each of the Undersigned's Shares is not a "covered security" within the meaning of Section 6045(g) of the Code and the Treasury Regulations promulgated thereunder (a "Covered Security"), and if the Undersigned determines that such shares are Covered Securities, the Undersigned shall provide the Company with the acquisition date and tax basis for each Share that is a Covered Security and that is held by the Undersigned.
18. The terms and provisions of this Letter of Transmittal shall survive the Closing and the Merger. If this Letter of Transmittal is to be signed by the registered holder(s) of the Shares represented hereby, it must be signed by the registered holder(s) exactly as the name(s) of such registered holder(s) appear(s) in the Company's records. If this Letter of Transmittal is to be signed by or on behalf of a Person other than the registered holder(s) of the Shares, see the Instructions to this Letter of Transmittal. In the event the Merger Agreement is terminated for any reason in accordance with its terms, this Letter of Transmittal shall automatically be null and void.

*[Payment Instructions Page Follows]*



**PAYMENT INSTRUCTIONS**

**PLEASE COMPLETE THE FOLLOWING TABLE IF PAYMENT IS TO BE ISSUED TO THE UNDERSIGNED:**

BOX C	PAYMENT INSTRUCTIONS
Requested Payment Method*: <u> PAPER CHECK BY STANDARD MAIL </u>	
*Checks will be mailed to the address provided in Box B "Registered Holder Contact Information."	
ELECTRONIC PAYMENT INSTRUCTIONS:	
Account Type (Checking or Savings): _____	
Bank Name: <u> CITIBANK </u>	
ABA Routing Number: <u> 021000089 </u>	
Beneficiary/Account Holder Name: <u> Michael Chang </u>	
Bank Account Number: <u> 22631348 </u>	
SWIFT/BIC: _____	
IBAN: _____	
Intermediary Bank ABA Routing Number: _____	
Intermediary SWIFT/BIC Code: _____	
FFC   Account Name: <u> Yongsoo Huh </u>	
FFC   Account Number: _____	

SPECIAL PAYMENT INSTRUCTIONS (See General Instructions)
<b>To be completed ONLY if the payment is to be issued in the name of someone other than the undersigned. NOTE: The Person named in these special payment instructions must be the Person who completes the IRS Form W-9 or applicable IRS Form W-8.</b>
Issue the check representing payment to: Name <u> Michael Chang . </u> (Please Print)
Address <u> 2015 Amber Glen Lane </u> <u> Katy Texas 77494 </u>
Taxpayer Identification Number or Social Security Number (if applicable) <u> 423-23-7512 </u> (See IRS Form W-9 Below)

**\*\* Delivery of a check or wire transfer (if applicable) for cash payment to which you are entitled under the Merger Agreement shall be made within approximately five (5) business days after the later of (i) the consummation of the Merger and (ii) the receipt by the Company of this Letter of Transmittal and any other required documentation.**



By signing below, the Undersigned hereby irrevocably acknowledges and agrees to be bound by the terms set forth in this Letter of Transmittal.

**SIGNATURE PAGE**

The Paying Agent hereby is instructed by the undersigned to issue to the undersigned the portion of the Transaction Consideration to which the undersigned is entitled in connection with the Merger as provided for and pursuant to the terms and conditions of the Merger Agreement. If the undersigned holder of the Shares is married and such Shares are held jointly with such holder's spouse, or the holder of the Shares and such holder's spouse reside in a community property state (including Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin), both such holder and his or her spouse must sign this Letter of Transmittal. Signatures of trustees, executors, administrators, guardians, officers of corporations, attorneys-in-fact, or others acting in a fiduciary capacity must include the full title of the signer in such capacity.

**PLEASE SIGN HERE**

Signature of Holder: Yongsoo Huh  
*(The signature must correspond exactly with the name(s) recorded in the books and records of the Company)*

Date: June 24 2023

Name: Yongsoo Huh  
*(Please Print)*

Title of Signing Party: \_\_\_\_\_  
*(if entity, trustee or other authorized party)*

**IF SPOUSAL OR ADDITIONAL SIGNATURES ARE REQUIRED, USE THE FIELDS BELOW.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Please Print)*

Title of Signing Party: \_\_\_\_\_

**\* Must be signed by a registered Equityholder(s) exactly as name(s) are registered with the Company, and spouse, if any. See Instructions.**

<b>SIGNATURE GUARANTEE</b>	
<b>(Carefully review Instructions to determine if this section requires completion)</b>	
Dated _____	<small>(Apply Medallion Signature Guarantee Stamp Here)</small>
Authorized Signature _____	
Name _____	
<small>(Please Print)</small>	
Title _____	
<small>(Please Print)</small>	
Name of Firm _____	
Area Code & Telephone No. _____	
Address _____	



## General Instructions

### **THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL AND THE APPLICABLE TAX FORMS ARE COMPLETED.**

- **Acquired Share Detail:** List the class, certificate number, and number of Shares submitted in the appropriate box. You should complete one Letter of Transmittal listing all securities registered in the same name. If any securities are registered in different ways, you will need to complete, sign, and submit as many separate Letters of Transmittal as there are different registrations.
- **Payment Instructions:** To elect a bank wire transfer, please provide the appropriate instructions herein on the page entitled "Payment Instructions". Please contact your bank for questions regarding the appropriate bank routing number and account number to be used.
- **Signatures:** The signature on this Letter of Transmittal must correspond exactly with the name(s) of the registered holder(s) of the Shares surrendered or converted unless the Shares have been assigned by the registered holder or holders thereof, in which event this Letter of Transmittal must be accompanied by an equity transfer power or other appropriate instrument of transfer, in either case signed by the registered holder(s) or a person with full authority to sign on behalf of the registered holder(s). For a name correction or for a change in name which does not involve a change in ownership, proceed as follows: For a change in name by marriage, etc., the Letter of Transmittal should be signed, e.g., "Mary Doe, now by marriage Mary Jones." For a correction in name, the Letter of Transmittal should be signed, e.g., "James E. Brown, incorrectly inscribed as J.E. Brown."

If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, officer of a corporation, attorney-in-fact, or other person acting in a fiduciary or representative capacity, the person signing must give his or her full title in such capacity and enclose appropriate evidence of his or her authority to so act.

- **Guarantee of Signatures.** Signatures on this Letter of Transmittal must be guaranteed if the undersigned has completed the table entitled "SPECIAL PAYMENT INSTRUCTIONS" herein. In addition, if there is a name correction or a change in the name that does not involve a change in ownership as described above Instruction, the signatures on this Letter of Transmittal must be guaranteed. Signatures required to be guaranteed on this Letter of Transmittal must be guaranteed by an eligible guarantor institution pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (generally a member firm of the New York Stock Exchange or any bank or trust company which is a member of the Medallion Program). Public notaries cannot execute acceptable guarantees of signatures.
- **IRS Form W-9 or Applicable IRS Form W-8:** If your Shares are accepted for payment and you are a U.S. person (as defined in the instructions to the enclosed IRS Form W-9), U.S. federal income tax law generally requires that you or your assignee (in either case, the "Payee"), must provide the Company, the Paying Agent or other applicable payor (the "Payor") with the Payee's correct Taxpayer Identification Number ("TIN"), which, in the case of a Payee who is an individual, is the Payee's social security number. If the Payor is not provided with the correct TIN or an adequate basis for an exemption, the Payee may be subject to a penalty imposed by the IRS and backup withholding.

To prevent backup withholding, each Payee that is a U.S. person (as defined in the instructions to the enclosed IRS Form W-9) must provide such Payee's correct TIN by completing the enclosed IRS Form W-9, certifying that (i) the TIN provided is correct, (ii) (a) the Payee is exempt from backup withholding, (b) the Payee has not been notified by the IRS that such Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Payee that such Payee is no longer subject to backup withholding, and (iii) the Payee is a U.S. person (including a U.S. resident alien). If the Shares are held in more than one name or not in the name of the actual owner, consult the IRS Form W-9 instructions for information on which TIN to report.

Exempt Payees are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt U.S. Payee should check the "Exempt payee" box on IRS Form W-9. See the IRS Form W-9 Specific Instructions for additional instructions.

In order for a Payee that is not a U.S. person (i.e., that is a nonresident alien or foreign entity) to qualify as exempt with respect to backup withholding, such person must submit an appropriate and properly completed IRS Form W-8 (e.g., Form W-8BEN, W-8BEN-E, W-8IMY, W-8ECI or W-8EXP), signed under penalties of perjury attesting to such exempt status. IRS Forms W-8 may be obtained from the IRS at its website: [www.irs.gov/formspubs/index.html](http://www.irs.gov/formspubs/index.html).

**TO PREVENT BACKUP WITHHOLDING ON PROCEEDS, EACH PAYEE SHOULD PROPERLY COMPLETE AND PROVIDE THE PAYING AGENT WITH THE ENCLOSED IRS FORM W-9 (FOR PAYEES THAT ARE U.S. PERSONS, INCLUDING U.S. RESIDENT ALIENS) OR AN APPROPRIATE IRS FORM W-8 (FOR PAYEES THAT ARE NOT U.S. PERSONS) AND CONSULT THE INSTRUCTIONS TO THE ENCLOSED IRS FORM W-9 FOR THE DEFINITION OF "U.S. PERSON". BACKUP WITHHOLDING IS NOT AN ADDITIONAL TAX, RATHER, THE AMOUNT OF TAX WITHHELD WILL BE APPLIED AGAINST THE U.S. FEDERAL INCOME TAX LIABILITY OF A PERSON SUBJECT TO BACKUP WITHHOLDING, AND IF WITHHOLDING RESULTS IN AN OVERPAYMENT OF TAXES, A REFUND MAY BE OBTAINED PROVIDED THAT THE REQUIRED INFORMATION IS FURNISHED TO THE IRS IN A TIMELY MANNER**



**IN ADDITION, EACH EQUITYHOLDER THAT IS NOT A "UNITED STATES PERSON" FOR U.S. FEDERAL INCOME TAX PURPOSES MAY BE SUBJECT TO WITHHOLDING ON ALL OR A PORTION OF THE PROCEEDS RECEIVED BY SUCH EQUITYHOLDER IN CONNECTION WITH THE MERGER. EQUITYHOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING ANY SUCH WITHHOLDING THAT MAY APPLY.**

For additional information please contact the Paying Agent by phone at (646) 282-1805 or by email at [cpb.paying.agent@epiqglobal.com](mailto:cpb.paying.agent@epiqglobal.com).



**WRITTEN CONSENT  
OF CERTAIN STOCKHOLDERS OF  
NJOY HOLDINGS, INC.**

**Pursuant to Section 228 of the  
General Corporation Law of the State of Delaware**

Pursuant to Section 228 of the General Corporation Law of the State of Delaware (the “DGCL”) and the Third Amended and Restated Certificate of Incorporation (the “Charter”) and the By-laws of NJOY Holdings, Inc., a Delaware corporation (the “Company”), the undersigned, being the holders of a majority of the outstanding shares of Class A common stock of the Company, par value \$0.0001 per share (“Class A Common Stock” and such holders, the “Undersigned”), each owning the number of shares of Class A Common Stock listed on their signature page attached hereto, do hereby irrevocably consent to and adopt the following resolutions and take the following actions. Unless otherwise indicated herein, capitalized terms used in this written consent but not defined herein shall have the meaning given to them in that certain Agreement and Plan of Merger, dated as of March 3, 2023, by and among Altria Group, Inc., a Virginia corporation (“Parent”), Altria Innovations II Inc., a Delaware corporation and an indirect, wholly-owned subsidiary of Parent (“Merger Sub”), the Company, and Mudrick Capital Management, LP and Homewood Capital LLC (together, the “Equityholders’ Representative”), solely in their capacity as Equityholders’ representative, which is attached hereto as Exhibit A (the “Merger Agreement”).

**Adoption of the Merger Agreement and Waiver of Rights under the Stockholders’ Agreement**

**WHEREAS**, the Board of Directors of the Company (the “Board”), has (i) approved and declared advisable (A) the Merger Agreement, pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving the merger as an indirect, wholly-owned subsidiary of Parent (the “Merger”), (B) the Merger and (C) the other transactions contemplated by the Merger Agreement (collectively with the Merger, the “Transactions”); and (ii) determined that the Transactions, on the terms and subject to the conditions set forth in the Merger Agreement, are fair to, and in the best interests of, the Company and its stockholders and has recommended and submitted the Merger Agreement and the Transactions to the Undersigned for adoption and approval;

**WHEREAS**, the Merger Agreement provides that, among other things, (i) each share of Class A Common Stock and Class B Common Stock (including any Restricted Shares) (together, “Common Stock”) issued and outstanding immediately prior to the Effective Time (other than shares that are held by (a) the Company or (b) any Person who is entitled to demand and properly demands appraisal in respect of such shares pursuant to, and complies in all respects with, Section 262 of DCGL) shall be cancelled and converted automatically into the right to receive, subject to the terms of the Merger Agreement and prior receipt of a validly executed and completed Letter of Transmittal, an amount in cash equal to the Common Stock Per Share Merger Consideration *plus* the applicable portion of any Future Distribution Amounts or Contingent Payments and (ii) each Option and Warrant is treated as set forth in Section 2.4(f) and Section 2.4(h), respectively, of the Merger Agreement;

**WHEREAS**, each of the Undersigned has received a copy of the Merger Agreement and the exhibits and attachments thereto and has reviewed the Merger Agreement and such other information as they believe necessary to make an informed decision concerning their vote on the adoption and approval of the Merger Agreement, and each of the Undersigned has had the opportunity to consult with their own legal, tax and/or financial advisor(s) regarding the consequences to them of the Transactions (including the Merger), the Merger Agreement and the execution of this written consent; and

**WHEREAS**, each of the Undersigned desires to waive any rights granted to them pursuant to that certain Fourth Amended and Restated Stockholders’ Agreement dated as of December 6, 2019, by and among the Company and the Stockholders party thereto, (the “Stockholders’ Agreement”), or any agreements (including any side letter agreements) entered into in connection with the Stockholders’ Agreement, that may be triggered or exercisable in connection with the Transactions, including, but not limited to, (i) any right to dissent from approval of the Merger, (ii) any right to seek an appraisal of the fair value of the Undersigned’s shares of Common Stock, (iii) any rights of first refusal or rights of first offer pursuant to the provisions of Article V of the Stockholders’ Agreement that the



Undersigned may have, and (iv) any rights of first refusal or co-sale rights pursuant to Article II of the Stockholders' Agreement that the Undersigned may have, in each case, whether granted pursuant to the DGCL, the Stockholders' Agreement, any agreements (including any side letter agreements) entered into in connection with the Stockholders' Agreement or otherwise.

**NOW, THEREFORE**, in connection with the foregoing, it is hereby:

**RESOLVED**, that the Merger Agreement, including all exhibits, schedules and annexes thereto, and all other agreements, documents and instruments contemplated thereby, including the certificate of merger, to be executed, delivered, filed and performed by the Corporation in connection with the Merger, and the Transactions, including the Merger, be, and the same hereby are, adopted and approved in all respects; and be it

**RESOLVED FURTHER**, that each of the Undersigned hereby irrevocably waives any rights granted to them under the Stockholders' Agreement, or any agreements (including any side letter agreements) entered into in connection with the Stockholders' Agreement, that may be triggered or exercisable in connection with the Transactions, including, but not limited to, (i) any right to dissent from approval of the Merger, (ii) any right to seek an appraisal of the fair value of the Undersigned's shares of Class A Common Stock, (iii) any rights of first refusal or rights of first offer provided by Article V of the Stockholders' Agreement that the Undersigned may have, and (iv) any rights of first refusal or co-sale rights provided by Article II of the Stockholders' Agreement that the Undersigned may have, in each case, whether granted pursuant to the DGCL, the Stockholders' Agreement, any agreements (including any side letter agreements) entered into in connection with the Stockholders' Agreement or otherwise; and be it

**RESOLVED FURTHER**, that each of the Undersigned irrevocably authorizes, directs and appoints Mudrick Capital Management, L.P. and Homewood Capital LLC to serve as the sole and exclusive representative, agent and attorney-in-fact of the Undersigned and each other Equityholder to act, solely after the Closing, as the agent and on behalf of the Undersigned and each other Equityholder regarding any matter relating to or under the Merger Agreement, the Paying Agent Agreement and the Escrow Agreement, including, but not limited to, for the purposes of:

- (A) making decisions and taking any actions with respect to the determination of the Final Purchase Price under Section 2.7 of the Merger Agreement or any Contingent Payment (or any right with respect thereto);
- (B) accepting notices on behalf of the Equityholders, including holders of Class A Common Stock, in accordance with Section 10.4 of the Merger Agreement;
- (C) executing and delivering, on behalf of the Equityholders, including holders of Class A Common Stock, any and all notices, agreements, documents or certificates to be executed by the Equityholders, in connection with the Merger Agreement and the Transactions (including the Escrow Agreement or the Paying Agent Agreement) and any amendments, modifications or changes thereto;
- (D) granting any consent or approval on behalf of the Equityholders, including holders of Class A Common Stock, under the Merger Agreement and the Escrow Agreement or the Paying Agent Agreement;
- (E) providing Equityholders with reasonable updates on the status of the Contingent Payment process;
- (F) taking or refraining from taking any actions (whether by negotiation, settlement, litigation or otherwise) to resolve or settle all matters and disputes arising out of or related to the Merger Agreement, the Escrow Agreement or the Paying Agent Agreement and the Transactions; and
- (G) engaging attorneys, accountants, financial and other advisors, paying agents and other persons necessary or appropriate in the judgment of Equityholders' Representative for the accomplishment of the foregoing; and be it

**RESOLVED FURTHER**, that each of the Undersigned hereby acknowledges and agrees that Equityholders' Representative shall be authorized to use the Representative Amount in its sole and absolute discretion to carry out its responsibilities as Equityholders' Representative. The Equityholders' Representative shall have the right to recover from the Representative Amount, prior to any distribution of the Representative Amount to the Undersigned, the Equityholders' Representative's out-of-pocket costs and expenses incurred by it or its representatives in the performance of its duties pursuant to the Merger Agreement, the Escrow Agreement or the Paying Agent Agreement and the Transactions. In the event that the Representative Amount is insufficient to cover such costs and expenses, then the Equityholders' Representative shall be able to recover any deficit from any Future Distribution Amount or Contingent Payment prior to distribution of such amounts to the Undersigned pursuant to the terms of the Merger Agreement.

**RESOLVED FURTHER**, that each of the Undersigned hereby acknowledges and agrees that (i) any actions or omissions to act by the Equityholders' Representative, on behalf of the Equityholders, as permitted in accordance with Section 2.11 of the Merger Agreement shall be deemed an act of the Undersigned and each other Equityholder as if taken by the Undersigned and each other Equityholder and (ii) except for Fraud or Willful Breach on its part, the Equityholders' Representative shall have no liability to any other Equityholder under the Merger Agreement for any action or omission by the Equityholders' Representative on behalf of the other Equityholders; and be it

**RESOLVED FURTHER**, that each of the Undersigned agrees to adhere to, be bound by, and comply with, all of the provisions set forth in Section 2.7 (*Determination of Purchase Price Adjustment and Final Purchase Price; Contingent Payment*), Section 2.10 (*Tax Treatment of Payments*), Section 2.11 (*Relationship among the Equityholders and Equityholders' Representative*), Section 2.12 (*Payment Calculations*), Section 5.3(b) (*Confidentiality*), Section 5.5 (*Release*) and Section 7.1(b) (*Transfer Taxes*) of the Merger Agreement in the same manner as if the Undersigned were an original signatory to the Merger Agreement with respect to such provisions.

#### **Redemption of Series A Preferred Stock**

**WHEREAS**, pursuant to Section 6.1 of Charter, the Company may redeem all (but not less than all) shares of Series A Preferred Stock then outstanding at a price per share equal to (i) \$10.00 per share of the Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "Series A Original Issue Price") plus (ii) dividends accruing at a rate of 10% per annum of the Series A Original Issue Price per share of the Series A Preferred Stock, accrued but unpaid thereon, whether or not declared, plus (iii) any other dividends declared but unpaid thereon (the "Series A Redemption Price", and such redemption, the "Series A Redemption Right") upon approval of the Board and the holders of a majority of the issued and outstanding shares of Class A Common Stock;

**WHEREAS**, the Board has (i) approved and declared it advisable to exercise the Series A Redemption Right at the Closing, but immediately prior to the Effective Time (the "Series A Redemption Time") and (ii) determined that the exercise of the Series A Redemption Right at the Closing is fair to, and in the best interests of, the Company and its stockholders and has recommended and submitted the exercise of the Series A Redemption Right at the Series A Redemption Time to the Undersigned for adoption and approval; and

**WHEREAS**, each of the Undersigned deems it advisable and in the best interests of the Company and its stockholders to exercise the Series A Redemption Right at the Series A Redemption Time.

**NOW, THEREFORE**, in connection with the foregoing, it is hereby:

**RESOLVED**, that, pursuant to Section 6.1 of Charter, each of the Undersigned hereby authorizes and approves the Company's (i) exercise of the Series A Redemption Right at the Series A Redemption Time and (ii) the taking by the Company of any such further actions as the Company deems advisable or necessary in connection with the consummation of the Series A Redemption Right, including, but not limited to, any actions required by the Charter in connection therewith.



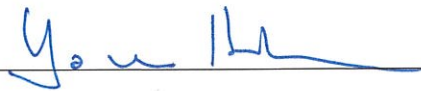
Each of the undersigned hereby waives compliance with any and all notice requirements imposed by the Charter, the Company's By-laws, the DGCL and any other applicable law. This written consent is effective upon execution and may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[The remainder of this page was intentionally left blank.]*



**IN WITNESS WHEREOF**, each of the Undersigned has executed this written consent on the date first set forth under its name below.

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: **Yongsoo Huh** \_\_\_\_\_

Title: \_\_\_\_\_

Holder of \_\_\_\_\_ **13,061** number of shares of Class A Common Stock in total.