

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GREENLIGHT BIO MERGER
STOCKHOLDER LITIGATION

Lead C.A. No. 2024-1020-KSJM

This Document Relates To:
ALL ACTIONS.

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED SETTLEMENT,
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 Greenlight Biosciences Holdings, PBC (“Greenlight”) at any time during the pendency of the Tender Offer involving Greenlight and Fall Line Capital, LLC (“Fall Line”) (from June 21, 2023 through July 20, 2023) and had your shares exchanged for \$0.30 per share in connection with the closing of the Merger (on July 24, 2023).

NOTICE OF SETTLEMENT: Please also be advised that Plaintiffs Oscar Pardo Planas, Keith W. Meyer, Susan Serven, and Lawrence Serven (together, “Plaintiffs”), on behalf of themselves and the Class (defined in paragraph 32 below), and Defendants Andrey Zarur, Matthew Walker, Ganesh Kishore, Eric O’Brien, Clay Mitchell, Fall Line Capital, Fall Line Endurance Fund, LP, Fall Line Endurance GP, LLC, S2G Ventures Fund I, L.P., S2G Ventures Fund II, L.P., S2G Builders Food & Agriculture Fund III, LP, Cormorant Global Healthcare Master Fund, LP, Cormorant Private Healthcare Fund II, LP, Morningside Venture Investments Ltd., and MVIL LLC (collectively, “Defendants,” and, together with Plaintiffs, the “Settling Parties”), have reached a proposed settlement for \$2,000,000.00 in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Action as against 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. To claim your portion of the settlement proceeds, you must submit a valid Proof of Claim and Release Form (“Proof of Claim”) postmarked or submitted online on or before July 29, 2026.¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM	The only way to receive a payment. Proofs of Claim must be postmarked or submitted online on or before July 29, 2026 .
OBJECT	Write to the Court about why you oppose the Settlement, the Plan of Allocation, the request for Co-Lead Counsel’s attorneys’ fees, and/or the time and expenses of Co-Lead Plaintiffs. You will still be a Class Member. Objections must be received by the Court or postmarked on or before June 15, 2026 .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court on or before June 15, 2026 . You are not required to attend the hearing. The Settlement Hearing will be held on June 29, 2026, at 1:30 p.m. , either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the Court’s discretion).
DO NOTHING	Receive no payment from the Settlement. Members of the Class who do nothing remain bound by the terms of the Settlement.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release between Plaintiffs and Defendants, dated March 10, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.rg2claims.com/greenlight.html.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. This Notice is intended to notify Class Members of the existence of the Action, the terms of the proposed Settlement, and how to submit a Proof of Claim. The Notice is also intended to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Co-Lead Counsel for an award of attorneys' fees and litigation expenses as well as any incentive award in connection with the Settlement (the "Settlement Hearing").

2. The Court directed that this Notice be mailed to you because you may be a Class Member. The Court has directed us to send you this Notice because, as a potential 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 affects your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

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

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

SUMMARY OF CLAIMS, ISSUES, DEFENSES, AND RELIEF SOUGHT IN THE ACTION

4. This Action arises out of Defendants' alleged breaches of fiduciary duty in connection with the acquisition of Greenlight by a buyer group led by Fall Line (the "Buyer Consortium", and as to Defendants Fall Line, Fall Line LP, Fall Line GP, Eric O'Brien, and Clay Mitchell, the "Fall Line Group") via a Tender Offer to acquire all of the outstanding shares of common stock of GreenLight, other than certain excluded shares, for consideration of \$0.30 per share (the "Merger") pursuant to an Agreement and Plan of Merger dated May 29, 2023 (the "Merger Agreement"). Plaintiffs allege that the Defendants, as GreenLight's directors, officers, or controlling stockholders (as to the Buyer Consortium), were duty bound to provide Greenlight stockholders with all material information related to the Tender Offer in an honest and forthright manner. Plaintiffs asserted claims based on: (i) alleged material misrepresentations in the Form SC 13E-3, Offer to Purchase, and Recommendation Statement filed in connection with the Merger (collectively, including as amended and/or supplemented, the "Transaction Disclosures"); and (ii) the Buyer Consortium's alleged failure to ensure that the Merger was entirely fair to GreenLight stockholders. Defendants, in turn, contend, among other things, that the Transaction Disclosures were not materially misleading, that Defendants did not breach their fiduciary duties, that GreenLight did not have a controlling stockholder and that none of the Buyer Consortium, Fall Line, or the Fall Line Group were controlling stockholders of GreenLight, and that the Merger was entirely fair to GreenLight stockholders. In this Action, Plaintiffs sought an award of damages to themselves and the Class.

5. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages whatsoever

alleged in the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to GreenLight stockholders, that the Merger was not entirely fair to, or in the best interests of, GreenLight stockholders, that GreenLight had a controlling stockholder or that the Buyer Consortium, Fall Line, or the Fall Line Group were GreenLight's controlling stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of GreenLight and its stockholders, and in compliance with applicable law. Defendants also deny that GreenLight's stockholders were harmed by any conduct of Defendants that was alleged, or could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of GreenLight and all of its stockholders.

WHAT IS THIS ACTION 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 SETTLING PARTIES.

6. On May 30, 2023, GreenLight issued a press release announcing that it had entered into the Merger Agreement dated May 29, 2023 to be acquired by the Buyer Consortium pursuant to a Tender Offer to acquire all of the outstanding shares of common stock of GreenLight, other than certain excluded shares, for consideration of \$0.30 per share.

7. On June 21, 2023, GreenLight filed a Form SC 13E-3 ("Transaction Statement") and Form SC 14D-9 (the "Recommendation Statement") (defined above as the "Transaction Disclosures") in connection with the Merger.

8. On June 28, 2023, June 30, 2023, and July 5, 2023, respectively, Plaintiffs Meyer, the Servens, and Planas sent separate and independent demands for books and records to GreenLight pursuant to 8 *Del. C.* § 220 ("Section 220") in connection with the Merger.

9. On July 6, 2023, July 12, 2023, and July 17, 2023, respectively, GreenLight responded by letter to the Section 220 demands transmitted by Plaintiffs Meyer, Planas, and the Servens, but did not at that point produce responsive books and records.

10. On July 18, 2023, Plaintiff Planas commenced an action to compel inspection of books and records pursuant to Section 220.

11. The tender offer expired one minute after 11:59 p.m., New York City time, on July 19, 2023, with a sufficient number of shares tendered to consummate the Merger.

12. On July 24, 2023, the Merger closed.

13. On August 25, 2023 and multiple subsequent dates, GreenLight produced over 20,000 pages of documents to Plaintiffs in separate productions to Plaintiffs Meyer, the Servens, and Planas pursuant to confidentiality agreements they had entered into with GreenLight.

14. On October 3, 2024, Plaintiffs Susan Serven and Lawrence Serven, on behalf of themselves and all other similarly situated shareholders of GreenLight, filed a Verified Class Action Complaint in the Court, C.A. No. 2024-1020-KSJM (the "Serven Action"), against Defendants Fall Line Capital, LLC, Fall Line Endurance Fund, LP, Fall Line Endurance Fund GP, LLC, Eric O'Brien, Clay Mitchell, Andrey Zarur, Matthew Walker, and Ganesh Kishore.

15. On November 26, 2024, Plaintiffs Oscar Pardo Planas and Keith W. Meyer, on behalf of themselves and all other similarly situated shareholders of GreenLight, filed a similar Verified Class Action Complaint in this Court, C.A. No. 2024-1215-KSJM (the "Planas Action"), against Defendants Fall Line Capital, LLC, Fall Line Endurance Fund, LP, Fall Line Endurance Fund GP, LLC, Eric O'Brien, Clay Mitchell, Andrey Zarur, Matthew Walker, and Ganesh Kishore.

16. On October 29, 2024, Defendants Fall Line Capital, LLC, Fall Line Endurance Fund, LP, Fall Line Endurance Fund GP, LLC, Eric O'Brien, and Clay Mitchell moved to dismiss the Serven Action.
17. On November 7, 2024, Defendants Andrey Zarur, Matthew Walker, and Ganesh Kishore moved to dismiss the Serven Action.
18. On December 27, 2024, Plaintiffs and Defendants entered into and filed a Stipulation and Proposed Order Regarding Consolidation, Appointment of Co-Lead Counsel, and Case Schedule.
19. On January 2, 2025, the Court granted the stipulation, which, among other things, consolidated the Serven Action and Planas Action under Lead C.A. No. 2024-1020-KSJM (the "Action"), designated the complaint in the Planas Action as the operative consolidated complaint (the "Consolidated Complaint"), and appointed Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP as Co-Lead Counsel ("Co-Lead Counsel").
20. On February 13, 2023, Defendants filed their opening briefs in support of their motions to dismiss.
21. On May 2, 2025, Plaintiffs filed a Verified Consolidated Amended Class Action Complaint against Defendants Fall Line Capital, LLC; Fall Line Endurance Fund, LP; Fall Line Endurance Fund GP, LLC; S2G Venture Fund I, L.P.; S2G Ventures Fund II, LP; S2G Builders Food & Agriculture Fund III; LP; Cormorant Global Healthcare Master Fund, LP; Cormorant Private Healthcare Fund II, LP; Morningside Venture Investments Ltd.; MVIL LLC; Eric O'Brien, Clay Mitchell, Andrey Zarur, Matthew Walker, and Ganesh Kishore (the "Consolidated Amended Complaint").
22. Subsequently, the Settling Parties began discussing a potential settlement of the Action.
23. On July 17, 2025, GreenLight, in coordination with Defendant Zarur, produced documents to Plaintiffs for the purposes of settlement discussions.
24. On August 22, 2025, the Settling Parties agreed to attempt to settle the action via mediation.
25. On August 30, 2025, GreenLight produced additional documents to Plaintiffs in advance of mediation. Over 1,700 pages of documents were produced to Plaintiffs prior to mediation in total.
26. On November 10, 2025, in preparation for mediation with Mediator Jed D. Melnick, the Settling Parties submitted and exchanged their mediation briefs and supporting exhibits.
27. On November 20, 2025, the Settling Parties mediated the Action before Mediator Melnick, discussing the merits and risks of the Consolidated Action in detail and exchanging multiple proposals and counter-proposals regarding a potential settlement.
28. Following the mediation, the Settling Parties continued to negotiate a potential settlement, and on November 25, 2023, the Settling Parties reached an agreement in principle to settle the Consolidated Action for \$2,000,000.00 (as further defined herein, the "Settlement Amount").
29. On December 17, 2025, the Settling Parties fully executed a term sheet memorializing the terms of their agreement (the "Term Sheet"). The Term Sheet set forth, among other things, the Settling Parties' agreement to settle and release all claims against Defendants in return for a cash payment on behalf of Defendants of the Settlement Amount for the benefit of the Class, subject to certain terms and conditions and the execution and Court approval of a customary "long form" stipulation and agreement of settlement and related papers.
30. On March 10, 2026, the Settling Parties fully executed the Stipulation that reflects the final and binding agreement between the Settling Parties with regard to the Settlement and supersedes the Term Sheet.
31. On March 18, 2026, the Court entered a Scheduling Order directing that 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?

32. If you are a Class Member, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

All persons or entities who held shares of the common stock of GreenLight, either of record or beneficially, at any time during the pendency of the Tender Offer (from June 21, 2023 through July 20, 2023) and had their shares exchanged for \$0.30 per share in connection with the closing of the Merger (on July 24, 2023), including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate or remote, and any person or entity acting on behalf of, or claiming under, any of them and each of them.

Excluded from the Class are: (i) Defendants and their affiliates; (ii) any entity in which Defendants have or had a controlling interest; (iii) the officers and directors of GreenLight and members of their Immediate Families; and (iv) the legal representatives, heirs, successors or assigns of each officer and director of GreenLight.

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

33. In consideration of the Settlement of the Plaintiffs’ Released Claims (defined in paragraph 48 below) against Defendants and the other Released Defendants’ Persons (defined in paragraph 48 below), GreenLight, on behalf of Defendants, will or will cause \$2,000,000.00 in cash (the “Settlement Amount”) to be deposited into an interest-bearing Escrow Account for the benefit of the Class.

34. Neither GreenLight nor Defendants shall have any role in, and shall bear no responsibility for, the allocation, distribution, or payment of funds from the Settlement Fund.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

35. Plaintiffs and Co-Lead Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiffs and Co-Lead Counsel believe that the claims asserted have merit, the Court could have adopted Defendants’ view of the applicable legal standards or of the underlying evidence, and could have entered judgment for Defendants, either dismissing the claims against Defendants prior to trial or after trial. Plaintiffs and Co-Lead Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiffs’ claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

36. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations, Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$2 million cash payment without the risk that continued litigation could result in no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

37. Defendants deny any and all allegations of wrongdoing, fault, liability, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct (to the extent they owed any duties to GreenLight or GreenLight’s stockholders) was at all times proper, in the best interests of GreenLight and its stockholders, and in compliance with applicable law. Defendants deny that GreenLight had a controlling stockholder or that Fall Line, the Fall Line Group, or the Buyer Consortium were GreenLight’s controlling stockholders. Defendants further deny any breach of fiduciary duties (to the extent any specific Defendant owed fiduciary duties to GreenLight or its stockholders). Defendants affirmatively assert that the Merger was the best available transaction for GreenLight and its stockholders, was entirely fair to GreenLight and its stockholders, and has provided GreenLight and its stockholders with substantial benefits. Defendants also deny that GreenLight or its stockholders were harmed by any conduct of Defendants alleged in the Action or that could have been alleged therein. Each Defendant asserts that, at all relevant times, he/she/it acted in good faith and in a manner reasonably believed to be in the best interests of GreenLight and all of its stockholders.

38. Nevertheless, Defendants wish to eliminate the uncertainty, risk, burden, and expense of further

litigation. Defendants have therefore determined to settle the Action on the terms and conditions set forth in the Stipulation solely to put the Plaintiffs' Released Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Released Defendants' Persons with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of Defendants have or could have asserted.

HOW CAN I RECEIVE A PAYMENT? HOW MUCH WILL MY PAYMENT BE?

39. **Please Note:** If you are eligible to receive a payment from the Net Settlement Fund, **you must submit a claim form in order to receive your payment.**

40. To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is provided and may also be downloaded at www.rg2claims.com/greenlight.html. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and return it so that it is postmarked, if mailed, to the address listed in Proof of Claim, or received, if submitted online, no later than July 29, 2026. Pursuant to its directions, the Proof of Claim may also be submitted online at www.rg2claims.com/greenlight.html.

41. As stated above, the \$2,000,000.00 Settlement Amount will be deposited into an interest-bearing Escrow Account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any and all interest earned thereon, less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

42. 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 has expired. Approval of the Settlement is independent from approval of a Plan of Allocation. Any determination with respect to a Plan of Allocation will not affect the Settlement, if approved.

43. 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.rg2claims.com/greenlight.html.

Proposed Plan of Allocation

44. As stated above, the Settlement Amount is \$2,000,000. Under the proposed Plan of Allocation, only Class Members who submit a valid Proof of Claim to the Claims Administrator, may share in the recovery, pro rata with their stock holdings (the proposed "Plan of Allocation").

45. Your actual recovery will be a proportion of the Net Settlement Fund determined by your claim as compared to the total claims of all eligible Class Members who submit acceptable Proofs of Claim. You may receive more or less than the estimated average amount provided below depending on the number of claims submitted. 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.rg2claims.com/greenlight.html.

46. As of June 14, 2023, days prior to the filing of the Recommendation Statement, 151,681,314 shares of GreenLight common stock were issued and outstanding. Rollover shareholders owned 120,521,038 of those shares, leaving the Class with 31,160,276 shares at the time of the expiration of the Tender Offer. Assuming that all of the shares outstanding at the time of the expiration of the Tender Offer participate in this Settlement, the average distribution will be approximately \$0.06 per share of GreenLight common stock before the deduction of Court-approved fees and expenses, as described in Question 9 above (estimated to be approximately \$0.02 per share), and the cost of notice and claims administration. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share. The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim forms ("Claimants") on a pro rata basis. However, no distributions will be made to Claimants who would otherwise receive a distribution of less than \$10.00.

47. Payments shall be conclusive against all Authorized Claimants. No Person shall have any claim against Class Counsel, Class Representatives, the Claims Administrator, Defendants, Released Defendants' Persons,

or any Person designated by Class Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, or further order(s) of the Court. No Class Member shall have any claim against Defendants or Released Defendants' Persons for any of Plaintiffs' Released Claims. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

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

48. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Defendants' Persons from and with respect to every one of the Plaintiffs' Released Claims on the terms set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Plaintiffs' Released Claims against any of the Released Defendants' Persons.

"Plaintiffs' Released Claims" means any and all direct, representative, individual or class claims, causes of action, or liability whatsoever, pleaded or unpleaded, suspected or unsuspected, including Unknown Claims, whether arising under federal, state, common, or foreign law, for compensatory, punitive, or other damages or any other relief (monetary, injunctive, or otherwise) that Plaintiffs or any or all other members of the Class (in their capacities as GreenLight shareholders) ever had, now have, or may have against Defendants and/or their Related Persons arising out of, relating to, or in connection with the facts, matters, events, transactions, acts, occurrences, statements, representations, misrepresentations, disclosures, and/or omissions that were or could have been alleged in this Action regarding the Merger, including any tender, cancellation/conversion, or any other disposition, by any member of the Settlement Class, of GreenLight common stock.

"Released Defendants' Persons" means Defendants and each of a Defendant's past, present, or future parents, subsidiaries and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an individual Defendant's Immediate Family, or any trust of which any individual Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family.

(ii) **Release of Claims by Defendants:** As of the Effective Date, the Defendants shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiffs' Persons from and with respect to every one of the Defendants' Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Defendants' Released Claims against the Released Plaintiffs' Persons.

"Defendants' Released Claims" means all claims and causes of action against all Released Plaintiffs' Persons, including Co-Lead Counsel, for all claims, sanctions, penalties, liabilities, and causes of action of every nature and description, including Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to their investigation, institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement.

"Released Plaintiffs' Persons" means (i) Plaintiffs and their respective attorneys, including Co-Lead Counsel, and all other Class Members.

"Unknown Claims" means, as appropriate, (i) any and all Plaintiffs' Released Claims that

Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, or (ii) any Defendants' Released Claims that any member of the Released Defendants' Persons does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs' Persons, 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 Claims, the Settling Parties stipulate and agree that Plaintiffs and the Released Defendants' Persons shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of 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.

The Settling Parties acknowledge, and each of the other Class Members 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 Claims, but that it is the intention of the Settling Parties, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released 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. The Settling Parties also acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Plaintiffs' Released Claims and Defendants' Released Claims is separately bargained for and is a material element of the Settlement.

49. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendants or Released Defendants' Persons asserting any Plaintiffs' Released Claims pending final determination of whether the Settlement should be approved.

50. If the Settlement is approved and the Effective Date occurs, no GreenLight stockholder or Class Member will be able to bring another action asserting the Plaintiffs' Released Claims against any of the Released Defendants' Persons on behalf of GreenLight or individually.

HOW WILL PLAINTIFFS' CO-LEAD COUNSEL BE PAID?

51. Co-Lead Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have they been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Co-Lead Counsel will apply to the Court for an award of attorneys' fees and litigation expenses to Co-Lead Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount of up to 1/4 of the Settlement Fund plus expenses in the amount of up to \$100,000, including up to a \$3,000 incentive award for each Plaintiff paid from the Fee and Expense Award (the "Incentive Award"). The Court will determine the amount of the Fee and Expense Award and any Incentive Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

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?

52. **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.**

53. 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 Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, 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 video or phone, it is important that you monitor the Court's docket and the Settlement website, www.rg2claims.com/greenlight.html, 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.rg2claims.com/greenlight.html. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.rg2claims.com/greenlight.html.**

54. The Settlement Hearing will be held on June 29, 2026, at 1:30 p.m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), to, among other things: (a) determine whether the Action may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs' Co-Lead Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Co-Lead Counsel have adequately represented the interests of the Class in the Action; (c) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) determine whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Released Claims; (e) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (f) determine whether Co-Lead Counsel's requested Fee and Expense Award and/or Incentive Award should be approved; (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to Co-Lead Counsel's requested Fee and Expense Award and/or Incentive Award; and (h) consider any other matters that may properly be brought before the Court in connection with the Settlement.

55. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or the Fee and Expense Award ("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before June 15, 2026**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph 56 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 Co-Lead Counsel and Defendants' Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to the attorneys set forth below.

REGISTER IN CHANCERY	
Register in Chancery Court of Chancery of the State of Delaware New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware 19801	
PLAINTIFFS' CO-LEAD COUNSEL	
MONTEVERDE & ASSOCIATES PC Juan E. Monteverde The Empire State Building 350 Fifth Avenue, Suite 4740 New York, NY 10118 Tel.: (212) 971-1341 jmonteverde@monteverdelaw.com	
KAHN SWICK & FOTI, LLC Michael J. Palestina 1100 Poydras Street, Suite 960 New Orleans, LA 70163 Tel.: (504) 455-1400 michael.palestina@ksfcounsel.com	LEVI & KORSINSKY, LLP Donald J. Enright 101 Vermont Ave, N.W., Suite 800 Washington, D.C. 20005 Tel: (202) 524-4290 denright@zlk.com
DEFENDANTS' COUNSEL	
WILMER CUTLER PICKERING HALE AND DORR LLP Michael G. Bongiorno 7 World Trade Center 250 Greenwich Street New York, NY 10007 Tel: (212) 937-7220 michael.bongiorno@wilmerhale.com	WILMER CUTLER PICKERING HALE AND DORR LLP Daniel W. Halston 60 State Street Boston, MA 02109 Tel: (617) 526-6654 daniel.halston@wilmerhale.com
O'MELVENY & MYERS LLP Amy S. Park 2765 Sand Hill Road Menlo Park, CA 94025 Tel: (650) 473-2680 apark@omm.com	GIBSON, DUNN & CRUTCHER LLP Brian M. Lutz One Embarcadero Center, Suite 2600 San Francisco, CA 94111 Tel: (415) 393-8379 blutz@gibsondunn.com

56. Any objections must: (i) identify the case name and civil action number, “*In re GreenLight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a Class Member (*i.e.*, held shares of GreenLight common stock at any time during the pendency of the Tender Offer (from June 21, 2023 through July 20, 2023) and had their shares exchanged for \$0.30 per share in connection with the closing of the Merger (on July 24, 2023). Documentation establishing that an Objector is a Class Member must consist of copies of monthly

brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement.

57. 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.

58. If you wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Co-Lead Counsel and on Defendants' Counsel at the mailing and email addresses set forth in paragraph 55 above so that the notice is **received on or before June 15, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

59. 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 Co-Lead Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 55 above so that the notice is **received on or before June 15, 2026**.

60. 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 Co-Lead Counsel.

61. **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 proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the 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?

62. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Consolidated Amended Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.rg2claims.com/greenlight.html. If you have questions regarding the Settlement, you may contact the Settlement Administrator: RG/2 Claims Administration, LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Phone (866) 742-4955 Fax: (215) 827-5551 Email: info@rg2claims.com or contact Plaintiffs' Co-Lead Counsel at the contact information for Plaintiffs' Co-Lead Counsel provided at paragraph 55.

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

63. If you are a broker or other nominee that held shares of GreenLight common stock for a beneficial owner at any time from June 21, 2023 through July 20, 2023 and such shares were exchanged for \$0.30 per share in connection with the closing of the Merger (on July 24, 2023), you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, 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) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to RG/2 Claims Administration, LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Phone (866) 742-4955 Fax: (215) 827-5551 Email: info@rg2claims.com If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

64. 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.rg2claims.com/greenlight.html by calling the Settlement Administrator toll free at 1-866-742-4955, or by emailing the Settlement Administrator at info@rg2claims.com

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

Dated: April 8, 2026

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