GRANTED

IN THE COURT OF CHANCERY IN THE STATE OF DELAWARE

IN RE GREENLIGHT BIO MERGER STOCKHOLDER LITIGATION	Lead C.A. No. 2024-1020-KSJM
This Document Relates To: ALL ACTIONS.	

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, entitled *In re GreenLight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM (the "Action");

WHEREAS, a Stipulation and Agreement of Settlement, Compromise, and Release dated as of March 4, 2026 (the "Stipulation") has been entered into by and among: (i) Plaintiffs Oscar Pardo Planas, Keith W. Meyer, Susan Serven, and Lawrence Serven ("Plaintiffs") 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");

WHEREAS, the Stipulation provides for a settlement, subject to the approval of this Court, reached between Plaintiffs and Defendants and for dismissal of the Action with prejudice as against Defendants and the release of all Released Claims against Defendants and all other and further Released Defendants' Persons and Released Plaintiffs' Persons upon the terms and conditions set forth in the Stipulation (the "Settlement");

WHEREAS, by Order dated May 5, 2026 (the "Scheduling Order"), this Court: (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Award and/or Incentive Award; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on June 29, 2026 (the "Settlement Hearing") to consider, among other things: (i) whether the Class (defined below) should be permanently certified by the Court; (ii) 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; (iii) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the

Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Plaintiffs' Released Claims against Defendants and all other and further Released Defendants' Persons; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the Fee and Expense Award and Incentive Award should be approved; and

WHEREAS, it appearing that due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Award and/or Incentive Award; the attorneys for the respective Settling Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Judgment.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over the Settling Parties and each of the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

3. The mailing of the Notice, substantially in the form attached as **Exhibit A-1** to the Stipulation, and publication of the Summary Notice, substantially in the form attached as **A-3** to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order is hereby determined to be the best notice practicable under the circumstances and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally certifies, for purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the "Class"):

> 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) (the "Class Period"), 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, but excluding (i) Defendants and their affiliates (including, but not limited to, 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); (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.

5. The Court hereby finally appoints Plaintiffs as class representatives for the Class and finally appoints Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP as counsel for the Class. Plaintiffs and Co-Lead Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

6. For purposes of the Settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(l), and 23(b)(2) has been met in that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Co-Lead Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual

Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

7. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

8. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and the Settling Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Judgment.

9. The terms of the Stipulation and of this Judgment shall be binding upon and inure to the benefit of the Settling Parties and the Released Parties.

10. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Class Representatives, on behalf of themselves and all Class Members, in his, her or its capacity as a holder of GreenLight stock, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by

operation of this Order and Final Judgment, shall have, fully, finally, and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice any and all of Plaintiffs' Released Claims (including, without limitation, Unknown Claims) against Defendants and each and all of the Released Defendants' Persons, regardless of whether a Class Member executes and delivers a Proof of Claim and Release, and shall forever be enjoined from prosecuting such claims, except that claims relating to the enforcement of the Settlement shall not be released.

11. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Defendants shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Class Representatives, each and all of the Class Members, Class Counsel, and all other and further Released Plaintiffs' Persons from all Defendants' Released Claims (including, without limitation, Unknown Claims), and shall forever be enjoined from prosecuting such claims.

12. The Settling Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good-faith, with the assistance of Jed D. Melnick of JAMS serving as mediator, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Co-Lead Counsel is hereby awarded a Fee and Expense Award in the sum of $500,000, which includes all expenses including a $3,000 Incentive Award to each Plaintiff, which sum the Court finds to be fair and reasonable. The Fee and Expense Award and Incentive Award shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Co-Lead Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees, costs, or expenses in any other jurisdiction from Defendants.

14. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity.

15. The binding effect of this Judgment and the obligations of Plaintiffs, Class Members, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to any plan of allocation.

16. The Settling Parties and all Class Members shall be and are deemed bound by the Stipulation and this Judgment. This Judgment, including the release of all Plaintiffs' Released Claims against all the Released Defendants' Persons, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending

and future lawsuits, arbitrations, or other proceedings involving any of the Released Parties.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Settling Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Term Sheet on December 17, 2025, and they shall proceed in all respects as if the Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Term Sheet and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose

or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

18. Neither the Term Sheet, the Stipulation, nor the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Settling Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each Settling Party. Neither the Term Sheet, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of Defendants or the Released Defendants' Persons, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Defendants or the Released Defendants' Persons concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of

Defendants or the Released Defendants' Persons or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants in the Action would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Judgment has res judicata, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

19. Without further Court order, the Settling Parties may agree in writing to reasonable extensions of time to carry out any provisions of the Stipulation.

20. Without further order of the Court, the Settling Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Judgment.

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

22. All claims asserted in the Action against Defendants are hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses.

Dated: ____________________

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Kathaleen St. Jude McCormick,
Chancellor

This document constitutes a ruling of the court and should be treated as such.

Court:	DE Court of Chancery Civil Action
Judge:	Kathaleen St Jude McCormick
File & Serve Transaction ID:	79904677
Current Date:	Jun 30, 2026
Case Number:	2024-1020-KSJM
Case Name:	CONF/CONS W / 2024-1215-KSJM - IN RE GREENLIGHT BIO MERGER STOCKHOLDER LITIGATION
Court Authorizer:	Kathaleen St Jude McCormick

/s/ Judge Kathaleen St Jude McCormick