



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.

**STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE,
AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS**

This Stipulation and Agreement of Settlement, Compromise, and Release (this “Stipulation”) is entered into by and between Plaintiffs Oscar Pardo Planas, Keith W. Meyer, Susan Serven, and Lawrence Serven (together, “Plaintiffs”, with individual Plaintiffs referred to by last name) 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”) as of March 4, 2026.¹ The Settling Parties, by and through their undersigned attorneys, have

¹ All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in Section I (“Definitions”) of this Stipulation.

reached an agreement for the settlement of the claims asserted or that could have been asserted against any of the Settling Parties in the above-captioned matter, styled *In re GreenLight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM, filed in the Court of Chancery of the State of Delaware, on the terms set forth below and subject to the Court’s approval pursuant to Court of Chancery Rule 23. This Stipulation is intended to fully, finally, and forever resolve, discharge, and settle: (i) all Plaintiffs’ Released Claims; and (ii) all Defendants’ Released Claims (each as defined herein).

RELEVANT FACTUAL AND PROCEDURAL BACKGROUND

A. On May 30, 2023, GreenLight Biosciences Holdings, PBC (“GreenLight”) issued a press release announcing that it had entered into a merger agreement dated May 29, 2023 (the “Merger Agreement”) to be acquired by a group of buyers led by Fall Line Capital, LLC pursuant to a tender offer to acquire all of the outstanding shares of common stock of the Company, other than certain excluded shares, for consideration of \$0.30 per share (the “Merger”) (as to the consideration, the “Merger Consideration”).

B. On June 21, 2023, GreenLight filed a Form SC 13E-3 (“Transaction Statement”) and Form SC 14D-9 (the “Recommendation Statement”) (collectively, including as amended and/or supplemented, the “Transaction Disclosures”) in connection with the Merger.

C. 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.

D. 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.

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

F. 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.

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

H. 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.

I. 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 this 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.

J. On November 26, 2024, Plaintiffs Planas and 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.

K. 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.

L. On November 7, 2024, Defendants Andrey Zarur, Matthew Walker, and Ganesh Kishore moved to dismiss the Serven Action.

M. 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.

N. 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 “Litigation” or “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.

O. On February 13, 2023, Defendants filed their opening briefs in support of their motion to dismiss.

P. On May 2, 2025, instead of opposing Defendants’ motions to dismiss, 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”).

Q. Subsequently, the Settling Parties began discussing a potential settlement of the Litigation.

R. On July 17, 2025, GreenLight, in coordination with Defendant Zarur, produced documents to Plaintiffs for the purposes of settlement discussions.

S. On August 22, 2025, the Settling Parties agreed to attempt to settle the Litigation via mediation.

T. 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.

U. On November 10, 2025, in preparation for mediation with Mediator Jed D. Melnick of JAMS, the Settling Parties submitted and exchanged their mediation briefs and supporting exhibits.

V. On November 20, 2025, the Settling Parties mediated the Litigation before Mediator Melnick, discussing the merits and risks of the Litigation in detail and exchanging multiple proposals and counter-proposals regarding a potential settlement.

W. 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 Litigation for \$2,000,000.00 to be paid by Greenlight (as further defined herein, the “Settlement Amount”).

X. On December 17, 2025, the Settling Parties fully executed a term sheet memorializing the terms of their agreement (the “Term Sheet”). The Term Sheet sets forth, among other things, the Settling Parties’ agreement to settle and release all claims against Defendants in return for a cash payment by Greenlight 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.

Y. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement between the Settling Parties (subject to the approval of the Court) and supersedes the Term Sheet.

PLAINTIFFS’ CLAIMS AND THE BENEFITS OF THE SETTLEMENT

Plaintiffs brought the Litigation in good faith and continue to believe that their claims have legal merit. The entry by Plaintiffs into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms of this Stipulation, Plaintiffs and Co-Lead Counsel considered the legal and factual defenses to Plaintiffs’ claims and the uncertainties inherent in such litigation and at trial, including with respect to the amount of any damages. Plaintiffs and Co-Lead Counsel believe that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Claims against the Released Defendants’ Persons on the terms set forth herein.

DEFENDANTS’ DENIAL OF WRONGDOING AND LIABILITY

The entry by Defendants into this Stipulation is not an admission as to the merit of any claims asserted in the Action. The Released Defendants’ Persons (to the extent applicable to any given Defendant or Released Defendants’ Person) have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or

damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that that any Defendant or group of Defendants was a controlling stockholder of Greenlight or that Greenlight had a controlling stockholder or a controlling group of stockholders, deny that the Transaction Disclosures (or any other public disclosures) were in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the Merger Consideration was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly and in accordance with their fiduciary duties (to the extent any such defendant owed any fiduciary duties) at all times, believe that the Action lacks merit, and maintain that they committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to enter into the Settlement solely because they consider it desirable to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation and trial; and (ii) finally put to rest and terminate all claims that were or could have been asserted against the Released Defendants' Persons in the Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, individually and on behalf of the Class, and Defendants, by and through their attorneys of record, and subject to the approval of the Court, that, pursuant to Court of Chancery Rule 23 and the other conditions set

forth herein, for the good and valuable consideration set forth herein to be conferred on Plaintiffs and the Class, the sufficiency of which is hereby acknowledged, the Litigation shall be finally and fully settled, compromised, and dismissed on the merits with prejudice (and without costs to any Settling Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided for herein), upon and subject to the terms and conditions of the Stipulation as follows:

I. DEFINITIONS

All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them below:

1.1 “Authorized Claimant” means any Claimant whose claim for recovery has been allowed pursuant to the terms of the Plan of Allocation ultimately approved by the Court.

1.2 “Claimant” means a person or entity who or which submits a Claim Form to the Claims Administrator.

1.3 “Claims Administrator” means the firm of **RG/2 Claims Administration LLC**, subject to approval of the Court.

1.4 “Claim Form” or “Proof of Claim” or “Proof of Claim and Release” means the document, substantially in the form attached hereto as Exhibit A-2.

1.5 “Class” means the non-opt out class of all record holders and all beneficial holders of GreenLight common stock who held such 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). 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 (collectively, “Excluded Stockholders”).

1.6 “Class Counsel” means Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP, subject to Court approval.

1.7 “Class Member” means a member of the Class.

1.8 “Class Period” means the period commencing on June 21, 2023, and ending on July 20, 2023, inclusive.

1.9 “Court” means the Court of Chancery of the State of Delaware.

1.10 “Co-Lead Counsel” means Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP.

1.11 “Co-Lead Plaintiffs” means Oscar Pardo Planas, Keith W. Meyer, Susan Serven, and Lawrence Serven.

1.12 “Defendants” means 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, and Morningside Venture Investments Ltd., MVIL LLC.

1.13 “Defendants’ Counsel” means Wilmer Cutler Pickering Hale and Dorr LLP, Chipman Brown Cicero & Cole, LLP, O’Melveny & Myers LLP, Morris, Nichols, Arsht & Tunnell LLP, Gibson, Dunn & Crutcher LLP, and Young Conaway Stargatt & Taylor, LLP.

1.14 “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 the investigation, institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement.

1.15 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 7.1 of this Stipulation have been met and have occurred or have been waived in writing.

1.16 “Escrow Account” means the bank account that is maintained by the Escrow Agent and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

1.17 “Escrow Agent” means the Claims Administrator or other agent chosen by Co-Lead Counsel.

1.18 “Fee and Expense Award” means an award to Co-Lead Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any and all claims for attorneys’ fees that have been, could be, or could have been asserted by Co-Lead Counsel or any other counsel or any Class Member against the Released Defendants’ Persons with respect to the Action or the Settlement.

1.19 “Final” means, with respect to any judgment or order, that: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the judgment or order; or (ii) if there is an appeal from the judgment or order, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the judgment or order, and, if certiorari or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees or expenses or any plan of allocation in this Action shall not in any

way delay or preclude the Judgment from becoming Final.

1.20 “GreenLight” or the “Company” means GreenLight Biosciences Holdings, PBC.

1.21 “Immediate Family” means children, stepchildren, parents, stepparents, spouses, and siblings. As used in this Paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.22 “Individual Defendants” means Andrey Zarur, Matthew Walker, Ganesh Kishore, Eric O’Brien, and Clay Mitchell.

1.23 “Judgment” means the Order and Final Judgment to be entered by the Court, substantially in the form attached hereto as **Exhibit B**.

1.24 “Litigation” or “Action” means *In re GreenLight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM, in the Court of Chancery of the State of Delaware.

1.25 “Net Settlement Fund” means the Settlement Fund 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.

1.26 “Notice” means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in

the form attached hereto as **Exhibit A-1**.

1.27 “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Co-Lead Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including, without limitation, the costs, fees, and expenses incurred in connection with the Escrow Account. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

1.28 “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.29 “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 Class, of GreenLight common stock.

1.30 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys’ fees, costs, expenses (including time and expenses awarded by the Court to Co-Lead Plaintiffs), and interest as may be awarded by the Court, substantially in the form and content as included in Exhibit A-1 attached hereto. Any Plan of Allocation, including as specified in Exhibit A-1 attached hereto, is not part of the Stipulation, and Defendants and the Released Defendants’ Persons shall have no responsibility for, interest in, or liability whatsoever with respect thereto.

1.31 “Related Persons” means 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.

1.32 “Released Claims” means Plaintiffs’ Released Claims and Defendants’ Released Claims.

1.33 “Released Defendants’ Persons” means Defendants and all of their Related Persons.

1.34 “Released Parties” means Released Defendants’ Persons and Released Plaintiffs’ Persons.

1.35 “Released Plaintiffs’ Persons” means (i) Plaintiffs and their respective attorneys, including Co-Lead Counsel, and all other Class Members.

1.36 “Releases” means the releases set forth in Paragraphs 3.1 and 3.3 of this Stipulation.

1.37 “Scheduling Order” means an order scheduling a hearing on the

proposed Settlement and approving the form of and method of giving notice of the Settlement, substantially in the form attached hereto as **Exhibit A**.

1.38 “Settlement” means the settlement contemplated by this Stipulation and the Exhibits.

1.39 “Settlement Fund” means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.

1.40 “Settlement Hearing” means the hearing (or hearings) to be held by the Court to determine, among other things, whether: (i) Plaintiffs and Co-Lead Counsel have adequately represented the interests of the Class; (ii) the proposed Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iii) the Action should be dismissed with prejudice as against Defendants, and all of the Released Claims against the Released Parties should be fully, finally, and forever released, settled, and discharged; (iv) any Fee and Expense Award should be paid to Co-Lead Counsel out of the Settlement Fund; and (v) the judgment approving the Settlement of the Action should be entered in accordance with the terms of this Stipulation.

1.41 “Summary Notice” means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit A-3**, to be published as set forth in the Scheduling Order.

1.42 “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

1.43 “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

1.44 “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.

1.45 "WilmerHale" means Wilmer Cutler Pickering Hale and Dorr LLP.

1.46 "WilmerHale Escrow Account" means an interest-bearing escrow account with a variable interest rate estimated to be 1.95% per annum established with WilmerHale, as set forth herein at Section II ("Settlement Consideration").

II. SETTLEMENT CONSIDERATION

2.1 In connection with the Settlement, and in consideration of the Releases set forth herein, Greenlight, on behalf of Defendants, shall pay or cause to be paid the total sum of Two Million Dollars (\$2,000,000.00) (the "Settlement Amount") plus interest thereon as provided in Paragraph 2.2. The Settlement Amount shall be initially paid into the WilmerHale Escrow Account in two installments as follows: (a) GreenLight deposited on January 9, 2026 an initial \$1,000,000 (One Million Dollars) to the WilmerHale Escrow Account; (b) no later than March 31, 2026, GreenLight shall deposit an additional \$1,000,000 (One Million Dollars) to the WilmerHale Escrow Account (as to the respective installments, the "First Installment" and "Second Installment" together the "Intermediate Payments"). The obligation to pay the Settlement Amount shall be solely the obligation and responsibility of GreenLight. No Defendant shall have any responsibility, liability, or obligation to Plaintiffs, the Class, or any Class Member for the payment of any

amounts under this Stipulation. Plaintiffs, the Class, and the Class Members shall have no recourse against the Defendants for payment of the Settlement Amount or any other amounts under this Stipulation.

2.2 Greenlight, on behalf of Defendants, shall cause the Settlement Amount to be deposited into the Escrow Account. The Settlement Amount will be paid within the later of (a) thirty (30) days of preliminary approval of the Settlement by the Court; (b) thirty (30) days of Co-Lead Counsel for Plaintiffs providing counsel for Defendants with (i) a tax identification number for the Escrow Account, (ii) a completed wire transfer, ACH transfer, or similar anti-fraud payment request signed by an authorized representative of the escrow account, and (iii) all required wire and check funding instructions and information, including any payee name, telephone, and email contact information, and a physical address for the escrow agent; or (c) April 6, 2026. WilmerHale shall provide Co-Lead Counsel for Plaintiffs with evidence of deposits to the WilmerHale Escrow Account in a form reasonably acceptable to Co-Lead Counsel for Plaintiffs. Interest earned in the WilmerHale Escrow Account and the Escrow Agent's Escrow Account will be included in the Settlement Fund.

2.3 Any attorneys' fees and expenses awarded to Co-Lead Counsel for Plaintiffs shall be paid from the Settlement Fund, and not the WilmerHale Escrow Fund. For the avoidance of doubt, WilmerHale shall have no responsibility for the

payment of attorneys' fees and expenses to Co-Lead Counsel for Plaintiffs or any distribution or division of fees among Co-Lead Counsel for Plaintiffs. Neither Defendants nor the Released Defendants' Persons shall be required to make any additional payment to the Settlement Amount, whether in connection with any award of Plaintiffs' and/or Co-Lead Counsel's Fee and Expense Award, incentive award, or otherwise. Notice costs shall be paid from the Settlement Fund.

2.4 If full payment of the Settlement Amount into the Settlement Fund is not paid in a timely manner in accordance with Section 2.1, Plaintiffs may exercise their right under Paragraph 11.1 of this Stipulation to terminate the Settlement; provided, however, that the option to terminate shall expire if not exercised on or before the time full payment of the Settlement Amount into the Settlement Fund is in fact made.

III. SCOPE OF THE SETTLEMENT

3.1 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.

3.2 As of the Effective Date, Plaintiffs and each and every Class Member shall be deemed bound by the Stipulation and the Judgment. The Judgment, including the release of all Plaintiffs' Released Claims against all Released Defendants' Persons, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective heirs, executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, and anyone claiming through or on behalf of any of them.

3.3 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.

IV. CLASS CERTIFICATION

4.1 Solely for purposes of the Settlement and for no other purpose, Defendants, subject to order of the Court, stipulate and agree to: (a) certification of the Action as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the Class; (b) appointment of Plaintiffs as Class Representatives for the Class; and (c) appointment of Plaintiffs' Co-Lead Counsel as Class Counsel for the Class.

4.2 The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Class shall be deemed vacated, and the Action shall proceed as though the Class had never been certified.

V. PROCEDURE FOR APPROVAL

5.1 As soon as practicable after execution of this Stipulation, the Settling Parties shall jointly submit this Stipulation, together with the Exhibits, to the Court and shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**.

5.2 In accordance with the Scheduling Order, the Claims Administrator shall mail, or cause to be mailed, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid, the Notice, substantially in the form

attached hereto as **Exhibit A-1**, to each Class Member at their last known address appearing in the stock transfer records maintained by or on behalf of GreenLight (the “Stock Transfer Records”). All stockholders of record who held GreenLight common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners. Co-Lead Counsel shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Co-Lead Counsel shall also cause the Summary Notice to be published in *PR Newswire*, substantially in the form attached hereto as **Exhibit A-3**. Any and all costs and expenses related to providing Notice shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall the Defendants, the Released Defendants’ Persons, or any of their attorneys have any liability or responsibility for the costs and expenses associated with providing the Notice.

5.3 The Settling Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement. The Settling Parties and their attorneys further agree to use their individual and collective best efforts to

effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder and the dismissal of the Action with prejudice as against Defendants. The Settling Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and to use their best efforts to effect consummation of the Settlement.

5.4 If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Judgment, substantially in the form attached hereto as **Exhibit B**.

VI. STAY PENDING FINAL APPROVAL

6.1 Pending negotiation, execution, and final approval of the Settlement by the Court, Plaintiffs, on their own behalf and on behalf of the Class, agree to stay any and all claims against the Defendants in the Action and not to initiate any other proceedings bringing claims against any Released Defendants' Persons, other than those incident to the Settlement itself.

6.2 The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the

commencement or prosecution of any Plaintiffs' Released Claims, either directly, representatively, derivatively, or in any other capacity, against any Defendant.

VII. CONDITIONS OF SETTLEMENT

7.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Settling Parties shall use their best efforts to achieve:

- (a) The payment of the full Settlement Amount into the Escrow Account;
- (b) The Court's certification of the Class as a non-opt out class;
- (c) The Court's entry of the Judgment substantially in the form attached hereto as **Exhibit B**, including Releases substantially in the form set out herein and the dismissal with prejudice of the Action as to Defendants without the award of any damages, costs, or fees, except as provided for in this Stipulation; and
- (d) The Judgment becoming Final.

7.2 Upon occurrence of the Effective Date, any and all remaining interest or right of Greenlight, the Defendants or their insurer(s) in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

VIII. ATTORNEYS' FEES AND EXPENSES

8.1 Co-Lead Counsel intend to petition the Court for a Fee and Expense

Award of up to 25% of the Settlement Fund inclusive of an incentive award of up to \$3,000 for each Plaintiff and expenses related to the Action, which application will be wholly inclusive of any request for or entitlement to attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Action, any Released Claims, and the Settlement. The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Co-Lead Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties other than what is set forth in this Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award.

8.2 The Fee and Expense Award shall be paid from the Settlement Fund to Co-Lead Counsel immediately upon award by the Court, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Co-Lead Counsel's obligation to make refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or

reversed and such order reducing or reversing the award has become Final. Co-Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

8.3 Co-Lead Counsel, in their sole discretion, shall allocate the Fee and Expense Award amongst themselves in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons and Defendants' Counsel shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to or among Co-Lead Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

8.4 This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final are not conditioned upon approval of a Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award is to be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Released Claims; or

prevent the occurrence of the Effective Date.

8.5 Co-Lead Counsel warrants that no portion of any such Fee and Expense Award shall be paid to Plaintiffs, except as may be approved by the Court.

IX. THE SETTLEMENT FUND

9.1 The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund (as defined above, the “Net Settlement Fund”) shall be distributed pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

9.2 Except as provided herein, or pursuant to orders of the Court, the Net Settlement Fund shall remain in the WilmerHale Escrow Account and, subsequently, the Escrow Agent’s Escrow Account, through the Effective Date. All funds held by WilmerHale in the WilmerHale Escrow Account and, subsequently, the Escrow Agent in the Escrow Account, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

9.3 The Escrow Agent shall invest any funds in the Escrow Account exclusively in U.S. Treasury Bills (or a mutual fund invested solely in such

instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation (“FDIC”) may be deposited in any account that is fully insured by the FDIC. In the event that the yield on U.S. Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States.

9.4 The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, Defendants shall provide to Co-Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Co-

Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B- 1(j), to cause the qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

9.5 All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Co-Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants or the Released Defendants’ Persons shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Co-Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

9.6 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, neither Greenlight nor any Defendant, Released Defendants’ Person, or any other Person who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for

any reason whatsoever.

9.7 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurer(s), or any of the other Released Defendants' Persons, or any Person who or which paid any portion of the Settlement Amount.

X. SETTLEMENT ADMINISTRATION

10.1 Plaintiffs shall retain a Claims Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to Authorized Claimants through a Proof of Claim process. The Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Counsel as may be

necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. Defendants and Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator.

10.2 Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following:

- (a) Each Class Member shall be required to submit a Proof of Claim and Release, substantially in a form approved by the Court, supported by such documents as are designated therein, including proof of the transactions claimed, or such other documents or proof as the Claims Administrator, in its discretion, may deem acceptable;
- (b) All Proofs of Claim and Releases must be submitted by the date specified in the Notice unless such period is extended by Court order. Any Class Member who fails to submit a Proof of Claim and Release by such date, or timely submits a Proof of Claim and Release that is ultimately and finally disallowed or rejected by the Claims Administrator, shall be forever barred from receiving any payment pursuant to this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against Defendants and Released Defendants' Persons concerning the Plaintiffs' Released Claims (including, without limitation,

Unknown Claims). A Proof of Claim and Release shall be deemed to have been submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim and Release shall be deemed to have been submitted when actually received by the Claims Administrator. Notwithstanding the foregoing, Class Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Class Representatives, Class Counsel, or the Claims Administrator by reason of the decision to exercise or not exercise such discretion;

- (c) Each Proof of Claim and Release shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the approved Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (f) below;
- (d) Proofs of Claim and Releases that do not meet the submission requirements may be rejected;
- (e) Prior to rejection of a Proof of Claim and Release, the Claims Administrator shall communicate with the Claimant in order to attempt to remedy the curable deficiencies. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim and Releases it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (f) below;
- (f) If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (e) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's

grounds for contesting the rejection, along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court;

- (g) Each Claimant who submits a Proof of Claim and Release shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including, but not limited to, all releases provided for herein and in the Order and Final Judgment, and the claim will be subject to investigation and discovery under the Delaware Chancery Court Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Class Member and the validity and amount of the Claimant's claim. In connection with processing the Proofs of Claim and Releases, no discovery shall be allowed on the merits of the Litigation or the Settlement; and
- (h) The Claims Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation. Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its pro rata share of the Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

10.3 Defendants shall cooperate with Plaintiffs in providing notice of the Settlement and administering the Settlement, which cooperation shall include, but not be limited to, causing GreenLight to provide the Merger Records in accordance with Paragraph 10.4 below to facilitate mailing the Notice of Pendency of Stockholder Class Action and making reasonable efforts to identify all Excluded Stockholders.

10.4 Greenlight, at no cost to the Settlement Fund, Co-Lead Counsel, or the Claims Administrator, shall provide to Co-Lead Counsel or the Claims

Administrator in an electronically-searchable form, such as Excel, the following information (the “Merger Records”): The names, mailing addresses and, if available, email addresses of all registered holders of GreenLight common stock listed on GreenLight’s stockholder register (each a “Registered Holder”) who held shares of GreenLight common stock at the closing of the Merger (the “Closing Date”) and therefore received or were entitled to receive the Merger Consideration, other than the Excluded Stockholders (“Merger Record Holders”), and the number of shares of GreenLight common stock held by each of the Merger Record Holders at the Closing Date and for which the Merger Record Holders received or were entitled to receive the Merger Consideration.

10.5 In addition to the information to be provided under Paragraph 10.4 above, Greenlight, at the request of Plaintiffs, and at no cost to the Settlement Fund, Plaintiffs, Co-Lead Counsel, or the Claims Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to eligible Class Members and to ensure that the Net Settlement Fund is paid only to eligible Class Members and not to Excluded Stockholders.

10.6 Defendants and other Excluded Stockholders shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received

by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity. To the extent any Defendant or Excluded Stockholder receives any part of the Net Settlement Fund, such Defendant or Excluded Stockholder shall immediately return such payment to the Claims Administrator.

10.7 The Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Co-Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

10.8 The Net Settlement Fund shall be distributed to Authorized Claimants only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid

from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “Class Distribution Order”). At such time that Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Co-Lead Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

10.9 Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. The Settling Parties, and the other Released Defendants’ Persons, and their respective counsel shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Claims Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.10 All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 The Settling Parties shall each have the right to terminate the Settlement

and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court’s refusal to approve this Stipulation or any part of it that materially affects any Settling Party’s rights or obligations hereunder; (b) the Court’s declining to enter the Judgment in any material respect; or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate court. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2.1 of this Stipulation; provided, however, that the Plaintiffs’ right to terminate shall terminate upon full payment of the Settlement Amount into the Escrow Account. Neither a modification nor a reversal on appeal of the amount of the Fee and Expense Award awarded by the Court to Co-Lead Counsel nor any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation.

11.2 In the event that the Settlement is terminated pursuant to the terms of Paragraph 11.1 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and this Stipulation (other than this Paragraph 11.2 and Paragraphs 4.2, 5.2 (solely as related to costs and expenses), 8.2,

9.2, 9.3, 9.5, 9.6, 10.9, 12.1, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, 13.12, 13.13, 13.14, and 13.15 of this Stipulation) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status as of immediately prior to execution of the Term Sheet, and 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; (vi) the Settling Parties shall jointly petition the Court for a revised schedule for trial; (vii) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (viii) within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Co-Lead Counsel consistent with Paragraph 8.2 of

this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes and Tax Expenses paid, due, or owing shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2.1 above in such amounts as directed by Defendants. In the event that the funds received by Co-Lead Counsel consistent with Paragraph 8.2 of this Stipulation above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2.1 in such amounts as directed by Defendants.

XII. NO ADMISSION OF LIABILITY

12.1 It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or the Released Defendants' Persons as to (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any

of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Consolidated Amended Complaint would not have exceeded the Settlement Amount.

12.2 The Released Defendants' Persons, or any Released Defendant Person, may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

XIII. MISCELLANEOUS

13.1 In the event of the entry of a Final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Defendants' Persons pursuant to this Stipulation, in which event (i) the Releases and Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in

Paragraph 11.2 of this Stipulation; (iii) Co-Lead Counsel shall refund the Fee and Expense Award consistent with Paragraph 8.2 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in Paragraph 11.2 of this Stipulation.

13.2 This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

13.3 The Settling Parties agree that, in the event of any breach of this Stipulation, all of the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

13.4 This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronic scanning shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

13.5 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

13.6 Each counsel or other Person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

13.7 Plaintiffs and Co-Lead Counsel represent and warrant that none of the Plaintiffs' Released Claims have been assigned, encumbered, or in any manner transferred in whole or in part.

13.8 This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Settling Party or Settling Parties against whom such modification, amendment, or waiver is sought to be enforced.

13.9 Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Settling Party from seeking to

remedy a breach and enforce the terms of this Stipulation. Each of Defendants' respective obligations hereunder are several and not joint, and the breach or default by one Defendant shall not be imputed to, nor shall any Defendant have any liability or responsibility for, the obligations of any other Defendant herein.

13.10 This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries) and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

13.11 Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. Each Settling Party (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Settling Party or such Settling

Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

13.12 The construction and interpretation of this Stipulation shall be governed by and construed in accordance with Delaware law and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

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

13.14 Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

13.15 All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

13.16 This Stipulation and the following exhibits ("Exhibits") constitute the entire agreement among the Settling Parties with respect to the subject matter hereof:

- i. **Exhibit A:** [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing
- ii. **Exhibit A-1:** Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to

Appear

- iii. **Exhibit A-2**: Proof of Claim and Release
- iv. **Exhibit A-3**: Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear; and
- v. **Exhibit A-4**: Excluded Stockholders
- vi. **Exhibit B**: [Proposed] Order and Final Judgment

These Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents. Notwithstanding the foregoing, in the event of a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall prevail.

13.17 The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against the Released Defendants' Persons with respect to Plaintiffs' Released Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action

was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties represent and agree that the terms of the Settlement reached between them were negotiated at arm's-length and in good-faith by them, and reflect a Settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel. Whereas all Settling Parties have contributed substantially and materially to the preparation of this Stipulation, it shall not be construed more strictly against one party than another.

13.18 Plaintiffs agree that they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the Released Claims against the Released Defendants' Persons. Plaintiffs, Co-Lead Counsel, and the attorneys, staff, experts, and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm the Released Defendants' Persons with respect to any matter relating to the subject matter of this Action, and (b) they will not discuss any confidential matters related to this Action or the Settlement with anyone.

13.19 While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was

commenced or prosecuted in bad-faith, nor will they deny that the Action was commenced and prosecuted in good-faith and is being settled voluntarily after consultation with competent legal counsel. Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The Settling Parties agree that each has complied fully with Del. Ch. Ct. R 11. The Settling Parties shall not assert or pursue any action, claim or rights that any Settling Party hereto violated any provision of Del. Ch. Ct. R 11 or otherwise seek reimbursement or shifting of attorneys' fees or other costs associated with this Litigation.

13.20 No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

13.21 Whenever this Stipulation requires or contemplates that a Settling Party shall or may give notice to another, notice shall be in writing and shall be deemed to

have been duly given upon receipt of hand-delivery, overnight courier, emailed PDF or similar-format electronic document, or facsimile transmission with confirmation of receipt. Notice shall be provided to the Settling Parties if made upon the below signatories to this Stipulation.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the date noted above.

[signature page follows]

KAHN SWICK AND FOTI, LLC

/s/ Christopher P. Quinn

Christopher P. Quinn (#5823)

112 French Street, Suite 201

Wilmington, DE 19801

-and-

Michael J. Palestina

1100 Poydras Street, Suite 960

New Orleans, LA 70163

MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde

The Empire State Building

350 Fifth Avenue, Suite 4740

New York, NY 10118

ASHBY & GEDDES, P.A.

/s/ Tiffany Geyer Lydon

Stephen E. Jenkins (#2152)

Tiffany Geyer Lydon (# 3950)

500 Delaware Avenue, 8th Floor

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Wilmington, DE 19899

LEVI & KORSINSKY, LLP

Donald J. Enright

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Washington, D.C. 20005

Co-Lead Counsel for Plaintiffs

**CHIPMAN BROWN CICERO &
COLE, LLP**

/s/ Joseph B. Cicero

Joseph B. Cicero (#4388)

Kelly E. Rowe (#6199)

Mariska Suparman (#7271)

Hercules Plaza

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Wilmington, DE 19801

Counsel for Defendant Andrey Zarur

**WILMER CUTLER PICKERING
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Boston, MA 02109

O'MELVENY & MYERS LLP

Amy S. Park

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Menlo Park, CA 94025

**MORRIS, NICHOLS, ARSHT &
TUNNELL LLP**

/s/ Ryan D. Stottmann

Ryan D. Stottmann (#5237)

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O'Brien, and Clay Mitchell*

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Brian M. Lutz
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San Francisco, CA 94111

**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**

/s/ Elena C. Norman
Elena C. Norman (#4780)
M. Paige Valeski (#6336)
1000 North King Street
Wilmington, DE 19801

*Counsel for Defendants Matthew Walker,
Ganesh Kishore, S2G, Cormorant, and
Morningside*

**GREENLIGHT BIOSCIENCES
PARENT, PBC**

Nina C. Thayer
200 Boston Avenue, Suite 2975
Medford, MA, 02155



EXHIBIT A

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] SCHEDULING ORDER WITH RESPECT TO NOTICE AND
SETTLEMENT HEARING**

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”); and

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 Plaintiffs and all other and further Released Defendants' Persons and Released Plaintiffs' Persons upon the terms and conditions set forth in the Stipulation (the "Settlement").

NOW, upon consent of the Settling Parties, after review and consideration of the Stipulation filed with the Court and the Exhibits attached thereto, and after due deliberation, IT IS HEREBY ORDERED, this _____ day of _____, 2026 that:

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

2. In accordance with the proposed "Class" definition in the Stipulation, for the purposes of the Settlement only, the Action preliminarily shall be maintained as a non-opt out class action under Delaware 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, and Morningside Venture Investments Ltd., 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.

3. The Court preliminarily appoints Plaintiffs as class representatives for the Class and Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP as counsel for the Class.

4. For purposes of the Settlement only, the Court preliminarily finds 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.

5. A hearing (the “Settlement Hearing”) will be held on _____, 2026, at __:__.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, substantially in the form attached as **Exhibit B** to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants;

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 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

h. Consider any other matters that may properly be brought before the Court in connection with the Settlement.

6. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice to Class Members other than oral

announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action, and retains jurisdiction over the Settling Parties and the Class Members to consider all further applications arising out of or connected with the proposed Settlement.

7. The Court may decide to hold the Settlement Hearing remotely by Zoom without further notice to the Class. Any Class Member (or the Class Member's counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in the date, time, or format of the hearing.

8. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Settling Parties, without further notice to Class Members. The Court may approve the Plan of Allocation or a modified plan of allocation at or after the Settlement Hearing, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses at or after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind.

9. The Court approves RG/2 Claims Administration LLC as the Claims Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

10. The Court approves, in form and substance, the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit A-1** to the Stipulation (the “Notice”).

11. The Court approves, in form and substance, the Proof of Claim and Release Form attached as **Exhibit A-2** to the Stipulation (the “Proof of Claim”).

12. The Court approves, in form and substance, the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit A-3** to the Stipulation (the “Summary Notice”).

13. The Court finds that the mailing of the Notice and publication of the Summary Notice in substantially the manner set forth in this Order constitutes the best notice practicable under the circumstances to all persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements of Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

14. Beginning not later than fifteen (15) business days from the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the “Notice Date”), the Claims Administrator shall cause the Notice, substantially in the form attached as **Exhibit A-1** to the Stipulation, to be mailed by U.S. first-class mail, or other mail service if mailed outside the U.S., postage prepaid,

to each potential Class Member who may be identified through reasonable effort at their last known address appearing in the stock transfer records maintained by or on behalf of GreenLight. All stockholders of record who held GreenLight common stock on behalf of beneficial owners and who receive the Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Claims Administrator sufficient copies of the 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 the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

15. Not later than the Notice Date, the Claims Administrator shall cause the Stipulation and the Notice to be posted on the Settlement website, www.rg2claims.com, from which copies of the Notice and Stipulation may be downloaded.

16. Not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice to be published in *PR Newswire*.

17. All Notice and Administration Costs shall be paid in accordance with the Stipulation without further order of the Court.

18. Co-Lead Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

19. At least ten (10) calendar days prior to the date of the Settlement Hearing, Plaintiffs shall file with the Court proof of mailing of the Notice and publication of the Summary Notice.

20. The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in

Chancery and delivering a notice of appearance to Co-Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 22 below, such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Co-Lead Counsel, and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

22. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Co-Lead Counsel's requested Fee and Expense Award ("Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or the Fee and Expense Award unless that Objector has filed a written objection with the 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, and served (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) copies of the objection upon each of the following counsel at the following addresses such that they are received no later than

fourteen (14) calendar days prior to the Settlement Hearing, with copies also emailed to each counsel as set forth below:

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
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LEVI & KORSINSKY, LLP

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denright@zlk.com

Co-Lead Counsel for Plaintiffs and the putative Class

**WILMER CUTLER PICKERING
HALE AND DORR LLP**

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Tel: (212) 937-7220
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Boston, MA 02109
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daniel.halston@wilmerhale.com

Counsel for Defendant Andrey Zarur

O'MELVENY & MYERS LLP

Amy S. Park
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Tel: (650) 473-2680
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Counsel for Defendants Fall Line, Eric O'Brien, and Clay Mitchell

GIBSON, DUNN & CRUTCHER LLP

Brian M. Lutz
One Embarcadero Center, Suite 2600
San Francisco, CA 94111
Tel: (415) 393-8379
blutz@gibsondunn.com

*Counsel for Defendants Matthew Walker,
Ganesh Kishore, S2G, Cormorant, and
Morningside*

23. Counsel for the Settling Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

24. 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 member of the Class (*i.e.*, held shares of GreenLight common stock during the Class Period and had their shares exchanged for \$0.30 per share in connection with the closing of the Merger). Documentation establishing that an Objector is a member of the Class 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.

25. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement, the Plan of Allocation, the Fee and Expense Award in the Action or any other proceeding and will otherwise be bound by the Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

26. At least twenty-one (21) calendar days prior to the Settlement Hearing, Plaintiffs shall file any opening briefs in support of the proposed Settlement and Plan of Allocation, and Co-Lead Counsel shall file their application for a Fee and Expense Award, including any supporting affidavit(s). At least seven (7) calendar days prior to the date of the Settlement Hearing, the Settling Parties shall file any reply in response to any objections to the Settlement or the Plan of Allocation, and Co-Lead Counsel shall file any reply in response to any objections to their application for a Fee and Expense Award.

27. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and all other Class Members from

commencing, instituting, or prosecuting any proceedings asserting any of the Released Plaintiffs' Claims against any of the Defendants or the Released Defendants' Persons.

28. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

29. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

Chancellor Kathaleen St. J. McCormick

EXHIBIT A-1

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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 2026. You are not required to attend the hearing. The Settlement Hearing will be held on [REDACTED], 2026, at [REDACTED] .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).

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 4, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.rg2claims.com.

DO NOTHING	Receive no payment from the Settlement. Members of the Class who do nothing remain bound by the terms of the Settlement.
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WHAT THIS NOTICE CONTAINS

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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 [REDACTED], 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 [REDACTED], 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 ----, 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.

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, 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. 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.**

54. The Settlement Hearing will be held on _____, 2026, at ___ : .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 _____, 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 & Serve*Xpress*, 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	
<p>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</p>	
PLAINTIFFS' CO-LEAD COUNSEL	
<p>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</p>	
<p>KAHN SWICK & FOTI, LLC Michael J. Palestina 1100 Poydras Street, Suite 960 New Orleans, LA 70163 Tel.: (504) 455-1400 michael.palestina@ksfcounsel.com</p>	<p>LEVI & KORSINSKY, LLP Donald J. Enright 101 Vermont Ave, N.W., Suite 800 Washington, D.C. 20005 Tel: (202) 524-4290 denright@zlk.com</p>
DEFENDANTS' COUNSEL	
<p>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</p>	<p>WILMER CUTLER PICKERING HALE AND DORR LLP Daniel W. Halston 60 State Street Boston, MA 02109 Tel: (617) 526-6654 daniel.halston@wilmerhale.com</p>
<p>O'MELVENY & MYERS LLP Amy S. Park 2765 Sand Hill Road Menlo Park, CA 94025 Tel: (650) 473-2680 apark@omm.com</p>	<p>GIBSON, DUNN & CRUTCHER LLP Brian M. Lutz One Embarcadero Center, Suite 2600 San Francisco, CA 94111 Tel: (415) 393-8379 blutz@gibsondunn.com</p>

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 [REDACTED], 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 [REDACTED], 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. 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 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: ----, 2026

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

EXHIBIT A-2

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.

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. You are a Class Member if you are a record holder or beneficial holder of GreenLight Biosciences Holdings, PBC (“GreenLight”) common stock who held such stock 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). To recover as a Class Member based on your claims in the action entitled *In re Greenlight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM (the “Litigation”), you must complete and, on page 3 hereof, sign this Proof of Claim and Release. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN IF READILY AVAILABLE, NO LATER THAN -----, 2026 TO THE COURT-APPOINTED CLAIMS ADMINISTRATOR IN THIS CASE, AT THE FOLLOWING ADDRESS:

In re GreenLight Bio Merger Stockholder Litigation
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551
Email: info@rg2claims.com

Online Submissions: www.rg2claims.com/greenlight.html

If you are NOT a Member of the Class (as defined in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”)), DO NOT submit a Proof of Claim and Release.

4. If you are a Class Member, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. CLAIM FORM

Pursuant to the proposed Plan of Allocation, 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”). 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.

Please complete the entire form below. Use this form to state the number of shares of GreenLight common stock that you held at the expiration of the Tender Offer on **July 20, 2023**, which were cashed out via the Tender Offer in connection with the closing of the Merger (July 24, 2023). If readily available, please provide copies of broker confirmations or other

documentation, such as trade confirmations or screen shots, of your holdings in GreenLight stock, as attachments to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are helpful to prove and expedite processing your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

III. CLAIMANT IDENTIFICATION

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:
-----, 2026

PART I: CLAIMANT IDENTIFICATION

Name:		
Address:		
City:	State:	Zip or Postal Code:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Claimant Type (Individual, Joint, Corporation, etc.): _____		
Record Owner's Name: (If different from beneficial owner listed above)		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

PART II: HOLDINGS IN GREENLIGHT COMMON STOCK

A. Number of shares of GreenLight common stock you held at the time of expiration of the Tender Offer which were cashed out via the Tender Offer in connection with the closing of the Merger (on July 24, 2023):

Proof enclosed? _____ Yes _____ No

YOUR SIGNATURE ON PAGE 3 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE DESCRIBED IN THE NOTICE ISSUED WITH THIS PROOF OF CLAIM FORM.

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the Court of Chancery of the State of Delaware with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information

to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with my (our) holding of GreenLight common stock during the period from and including June 21, 2023, the beginning of the Tender Offer, through and including July 20, 2023, the date the Tender Offer expired, and know of no other person having done so on my (our) behalf.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included information (including supporting documentation if readily available) about the number of shares of GreenLight stock held by me (us) at the time of expiration of the Tender Offer on July 20, 2023.

I (We) hereby warrant and represent (i) that I (we) held GreenLight shares during the pendency of the Tender Offer involving GreenLight and Fall Line (*i.e.*, at any time from June 21, 2023 through July 20, 2023) and (ii) that I (We) had our shares exchanged for \$0.30 per share in connection with the closing of the Merger on or about July 24, 2023.

I (We) hereby warrant and represent that I am (we are) not a Defendant or other person excluded from the Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ (Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*, Beneficial Purchaser or Acquirer, Executor or Administrator)

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach copies of supporting documentation, if readily available.
3. Do not send originals of stock certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE AT www.rg2claims.com/greenlight.html BY
-----, 2026 OR, IF MAILED, POSTMARKED NO LATER THAN -----, 2026, ADDRESSED AS FOLLOWS:

*In re GreenLight Bio Merger Stockholder Litigation
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551
Email: info@rg2claims.com*

Online Submissions: www.rg2claims.com/greenlight.html

EXHIBIT A-3

**Monteverde & Associates PC, Kahn Swick & Foti, LLC, and Levi & Korsinsky, LLP
Announce Proposed Class Action Settlement on Behalf of All Owners of Greenlight
Biosciences Holdings, PBC Common Stock**

New York, New York, _____, 2026 / PRNewswire

TO: ALL RECORD HOLDERS AND ALL BENEFICIAL HOLDERS OF GREENLIGHT BIOSCIENCES HOLDINGS, PBC (“GREENLIGHT” OR THE “COMPANY”) COMMON STOCK WHO HELD SUCH STOCK 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 THEIR SHARES EXCHANGED FOR \$0.30 PER SHARE IN CONNECTION WITH THE CLOSING OF THE MERGER (ON JULY 24, 2023)

The purpose of this notice (the “Summary Notice”) is to inform you of: (i) the class action lawsuit captioned *In re GreenLight Bio Merger Stockholder Litigation*, pending in the Court of Chancery of the State of Delaware (the “Court”) with Lead Civil Action Number 2024-1020-KSJM (the “Action”); (ii) the proposed settlement of this Action between Plaintiffs and Defendants for \$2 million (the “Settlement”); and (iii) the hearing to be held by the Court in connection with the proposed Settlement. The hearing will be held in the Court, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), _____, 2026, at _____.m. (the “Settlement Hearing”) for the purposes of determining, among other things: (a) 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) 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) whether the Order and Final

Judgment should be entered dismissing the Action with prejudice as against Defendants and releasing all Plaintiffs' Released Claims against Defendants and all Released Defendants' Persons; (e) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (f) whether the application by Co-Lead Counsel for an award of attorneys' fees and expenses and any incentive award should be approved; and (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Co-Lead Counsel for an award of attorneys' fees and expenses.¹

IF YOU HELD GREENLIGHT COMMON STOCK AT ANY TIME DURING THE PENDENCY OF THE TENDER OFFER INVOLVING GREENLIGHT AND 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), YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION, INCLUDING THE RELEASE AND EXTINGUISHMENT OF CLAIMS YOU MAY POSSESS RELATING TO YOUR HOLDING(S) OF GREENLIGHT COMMON STOCK DURING THE CLASS PERIOD. If you have not received the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear ("Notice") and the Proof of Claim and Release form, you may obtain copies by writing to *In re GreenLight Bio Merger Stockholder Litigation*, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or info@rg2claims.com, by telephone at 1-866-742-4955, or on the Internet at

¹ Any capitalized terms used in this Summary Notice that are not otherwise defined in this Summary Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release Between Plaintiffs and Defendants, dated March 4, 2026 (the "Stipulation"). A copy of the Stipulation is available at www.rg2claims.com.

www.rg2claims.com/greenlight.html. If you are a member of the Class (“Class Member”), in order to share in the distribution of the Net Settlement Fund, **you must submit a Proof of Claim and Release by mail, postmarked no later than _____, 2026, or online at www.rg2claims.com/greenlight.html no later than _____, 2026, establishing that you are entitled to recovery.**

Any Class Member who objects to the Stipulation, the Settlement, the Judgment to be entered in the Action, Co-Lead Counsel’s application for attorneys’ fees and expenses, or the application for an incentive award (“Objector”), or who otherwise wishes to be heard, may appear in person or by such Class Member’s attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Objector shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless, not later than _____, 2026 (fourteen (14) calendar days prior to the Settlement Hearing), such Objector files with the 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, and serves upon counsel (listed below) a written objection that: (i) identifies the case name and civil action number, “*In re GreenLight Bio Merger Stockholder Litigation*, Lead C.A. No. 2024-1020-KSJM”; (ii) states 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) is signed by the Objector; (iv) contains 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) includes documentation sufficient to prove that the Objector is a Class Member (*i.e.*, held shares of GreenLight

common stock at any time during the period 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).

PLEASE DO NOT CONTACT THE COURT OR THE COURT’S CLERK’S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Co-Lead Counsel at the addresses listed on the left below:

MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde
The Empire State Building
350 Fifth Avenue, Suite 4740
New York, New York 10118
Tel: (212) 971-1341
jmonteverde@monteverdelaw.com

KAHN SWICK & FOTI, LLC

Michael J. Palestina
1100 Poydras Street, Suite 960
New Orleans, Louisiana 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

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

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

Dated: _____, 2026

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

SOURCE: Monteverde & Associates PC

EXHIBIT A-4

EXCLUDED STOCKHOLDERS

- Andrey Zarur
- Matthew Walker
- Ganesh Kishore
- Eric O'Brien
- Clay Mitchell
- Members of the Immediate Family (*i.e.*, children, stepchildren, parents, stepparents, spouses (a husband, a wife, or a partner in a state-recognized domestic relationship or civil union) and siblings) of 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.
- MVIL LLC
- Carole Cobb (and Immediate Family)
- Susan Keefe (and Immediate Family)
- Nina Thayer (and Immediate Family)
- Charles Cooney (and Immediate Family)
- Jennifer E. Pardi (and Immediate Family)
- Martha Schlicher (and Immediate Family)

- Marta Ortega-Valle (and Immediate Family)
- Any subsidiary, parent, portfolio entity, legal representative, heir, successor in interest, transferee, or assign of any of the above

EXHIBIT B

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 _____, 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 _____, 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)(1), 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 \$ _____, inclusive of the \$ _____ 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: _____

Chancellor Kathaleen St. J. McCormick