EFiled: Jun 05 2026 02:00PM EDT
Transaction ID 79653913
Case No. 2024-0345-PAF

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JACOB FULCHER, on behalf of himself and all similarly situated stockholders, Plaintiff, v. RICHARD ACKERMAN, RICHARD BIRDOFF, MICHAEL FONG, STUART KOENIG, STEVEN LEVINE, DAVID NUSSBAUM, ALBERT G. REX, TROY T. TAYLOR, BRAC LENDING GROUP LLC, EARLYBIRDCAPITAL, INC., BIG ROCK PARTNERS SPONSOR, LLC, JONATHAN JAVITT, and ALESSANDRA DAIGNEAULT, Defendants.	Civil Action No. 2024-0345-PAF

AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Amended Stipulation and Agreement of Settlement, Compromise, and Release, dated June 3, 2026 (with the Exhibits hereto, the "**Stipulation,**" and the settlement contemplated hereby, the "**Settlement**"), regarding the above-captioned stockholder class action (the "**Action**"), is entered into by and among the following parties: (i) plaintiff Jacob Fulcher ("**Plaintiff**"), on behalf of himself and the Class (as defined herein); (ii) defendants Richard Ackerman, Richard Birdoff, Michael Fong, Stuart Koenig, Albert G. Rex, Troy T. Taylor, and Big Rock Partners Sponsor, LLC (the "**Big Rock Defendants**"); (iii) defendant Alessandra Daigneault

("**Daigneault**") and NRX Pharmaceuticals, Inc.; and (iv) former defendants Steven Levine, David Nussbaum, BRAC Lending Group LLC, and EarlyBirdCapital, Inc. (the "**EBC Defendants**," and together with the Big Rock Defendants and Daigneault, the "**Settling Defendants**," and the Settling Defendants together with Plaintiff, the "**Settling Parties**"). For clarity, defendant Jonathan Javitt is not a party to the Settlement and shall not be released hereby. Rather, Javitt is to be dismissed without prejudice contemporaneously with the Final Approval of this Settlement.

This Stipulation is submitted pursuant to Court of Chancery Rule 23. Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended: (i) to state all of the terms of the Settlement and the resolution of the Action between and among the Settling Parties; and (ii) to fully, finally, and forever compromise, resolve, discharge and settle the Released Claims among the Settling Parties.[1]

RECITALS

WHEREAS:

Summary of the Action

A. On November 20, 2017, Big Rock Partners Acquisition Corp. ("**BRPA**"), a Delaware special purpose acquisition company, completed its initial

[1] Capitalized terms have the meanings set forth in the "Definitions" section below or as otherwise defined in this Stipulation.

public offering ("**IPO**") of 6.0 million units at a price of $10.00 per unit, generating gross proceeds of $71.725 million. Each unit consisted of one share of BRPA Class A common stock ("**Common Stock**"), and one-half of one public warrant redeemable at a price of $11.50 per share.

B. The funds raised from the IPO were placed in a trust account for the benefit of BRPA public stockholders, who had the right to redeem all or a portion of their shares of Common Stock at a per-share price, payable in cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

C. On December 13, 2020, BRPA entered into a business combination agreement ("**Merger Agreement**") with NeuroRx, Inc. ("NeuroRx"), pursuant to which NeuroRx would merge with and become a subsidiary of BRPA (the "**Merger**").

D. On May 21, 2021, BRPA filed with the SEC a prospectus ("**Prospectus**"). The Prospectus informed stockholders that they had the right to redeem their stock for approximately $10.80 per share. The Prospectus also informed stockholders that those who wanted to exercise their redemption right (the "**Redemption Right**") had to do so within 10 business days following the May 24, 2021 stockholder vote to approve the Merger, or June 8, 2021 (the "**Redemption Date**").

E. On May 24, 2021, BRPA stockholders voted to approve the Merger.

F. Following the Merger, BRPA was renamed NRX Pharmaceuticals, Inc ("**NRXP**").

G. On April 2, 2024, Plaintiff commenced an action against Defendants, on behalf of himself and similarly situated current and former BRPA stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware (the "**Court**") bearing the caption *Jacob Fulcher v. Richard Ackerman, et al.*, C.A. No. 2024-0345-PAF (the "**Complaint**") (Trans. ID 72657276). The Complaint alleged claims against the Settling Big Rock Defendants, the EBC Defendants, and Bennett Kim for breach of fiduciary duties as directors, officers, and/or alleged controllers of BRPA.

H. On June 21, 2024, Plaintiff served Defendants with a first set of requests for production of documents and a first set of interrogatories.

I. On November 5, 2024, Plaintiff filed a Verified Amended Stockholder Class Action Complaint (Trans. ID 74949002), adding Jonathan Javitt and Alessandra Daigneault as aiding and abetting defendants and removing Bennett Kim from the named defendants.

J. On December 23, 2024, the Settling Defendants and Plaintiff participated in a in a full-day Mediation session before the Honorable Joseph R. Slights III of Wilson Sonsini Goodrich & Rosati (the "Mediator").

K. The Mediation session concluded without a settlement having been reached. Following the Mediation session, the Settling Defendants and Plaintiff, with the assistance of the Mediator, continued their arm's-length negotiations.

L. On February 13, 2025, the parties filed a Stipulation agreeing to dismiss the EBC Defendants without prejudice.

M. On March 14, 2025, Daigneault filed a Motion to Dismiss the Complaint.

N. On March 17, 2025, Big Rock Defendants filed a Motion to Dismiss the Complaint.

O. On April 28, 2025, Plaintiff filed his Brief in Opposition to Defendants' Motions to Dismiss the Complaint.

P. Following arm's-length negotiations, and with the assistance of the Mediator, on May 9, 2025 the Big Rock Defendants, the EBC Defendants, and Plaintiff agreed to preliminary settlement terms that reflected an agreement in principle to settle the Action between Plaintiff, the putative Class, the Big Rock Defendants, and the EBC Defendants.

Q. On May 15, 2025, the Court granted a stipulation staying further proceedings on the Motion to Dismiss of the Big Rock Defendants.

R. On June 11, 2025, Daigneault filed a Reply Brief in Further Support of her Motion to Dismiss.

S. Following further arm's-length negotiations, and with the assistance of the Mediator, on October 1, 2025 the Settling Defendants and Plaintiff agreed to additional settlement terms (the "**Settlement Terms**") that reflected the Settling Parties' agreement in principle to settle the Action between Plaintiff, the putative Class and the Settling Defendants.

T. On December 17, 2025, the Parties executed a stipulation of settlement, and submitted it for the Court's consideration. On February 5, 2026, the Parties notified the Court that they were withdrawing that original stipulation of settlement in order to address certain issues concerning the plan of allocation and notice provided for therein. This Stipulation is intended to, and does, replace that original stipulation of settlement.

U. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

Plaintiff's Claims and the Benefits of the Settlement

V. Based upon their investigation, Plaintiff and Plaintiff's Counsel maintain that his claims were brought in good faith and have had substantial merit at all times, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action, including risks attendant to substantial defenses that would be expected to be asserted by the Settling Defendants and Defendant Javitt; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; (vi) the extremely high recovery per Class share represented by the Settlement; (vii) likely difficulties and delays in recovering on any judgment against the Settling Defendants; and (viii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. This Settlement and this Stipulation shall in no event be construed as, or deemed to be evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

W. Based on Plaintiff's Counsel's review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, and based upon the extremely high recovery per share that would be provided by the Settlement, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon his direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class, and has agreed to the terms and conditions set forth in this Stipulation.

The Settling Defendants' Denial of Wrongdoing and Liability

X. The Settling Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. The Settling Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Term Sheet, the Stipulation, the Settlement, nor the negotiations leading to execution of the Term Sheet or the Settlement, nor any proceedings taken pursuant to or in connection with the Term Sheet or the Stipulation, and/or approval of the Settlement shall be offered against any Settling Party or any releasees as evidence of any presumption, admission, or concession by any Settling Party or any other of the releasees of any fault, liability, or wrongdoing of any kind (or any lack thereof) or of any damages whatsoever (or lack thereof).

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

Z. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff and Plaintiff's Counsel in good faith and defended by the Settling Defendants in good faith and further that the Settlement Payments, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Settling Defendants shall be dismissed with prejudice from the Action, and (i) all Released Plaintiff's Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties (as defined below), and (ii) all Released Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties (as defined below), upon and subject to the following terms and conditions of the Settlement:

A. **Definitions**

1. The following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

a. "Administration Costs" means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, processing claims, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiff's Counsel in administering or carrying out the terms of the Settlement.

b. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

c. "Class" means a non-opt out class for settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of BRPA Common Stock as of the Redemption Date who were entitled to, but did not, redeem such shares, and their successors-in-interest who obtained shares by operation of law, excluding all Excluded Persons as defined below.

d. "Class Distribution Order" means an order authorizing the specific distribution of the Net Settlement Fund.

e. "Class Member" means a Person who is a member of the Class.

f. “Custodian” means a broker-dealer, bank, sub-custodian or other nominee that holds securities in its name on behalf of a beneficial owner.

g. “Daigneault Payment” means the sum of seventy-five thousand United States dollars ($75,000) in cash paid into the Escrow Account by NRXP pursuant to its indemnification obligations to Daigneault.

h. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

i. “DTC Participants” means all DTC participants that held BRPA Common Stock immediately after the Redemption Date.

j. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 18 of this Stipulation have been met and have occurred or have been waived in writing.

k. “Eligible Class Members” means those Class Members who held Eligible Shares, *i.e.*, holders of BRPA Common Stock after the June 8, 2021 Redemption Date who had the right to but did not exercise their redemption rights as to all Eligible Shares held by them.

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

m. "Escrow Account" means the bank account that is maintained by the Settlement Administrator and into which the Settlement Fund will be deposited and held.

n. "Escrow Agent" means the agent or agents who shall be chosen by the Settlement Administrator to administer the Escrow Account.

o. "Excluded Persons" means:

i. (a) Defendants; (b) the directors, officers, or partners of BRPA as of the Redemption Date; (c) the members of immediate families of Defendants or any person who was a director, officer, or partner of NeuroRx, Inc. as of the Redemption Date; (d) any entity in which any Defendant or any other excluded party has, or had a controlling interest as of the Redemption Date; and (e) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants.

p. "Exhibits" means the exhibits attached hereto.

q. "FDIC" means the Federal Deposit Insurance Corporation.

r. "Fee and Expense Award" means an award to Plaintiff's Counsel of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member.

s. "Final" when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to further review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect whether the Order and Final Judgment are considered Final.

t. "First Payment" means the sum of one-hundred thousand United States dollars ($100,000) in cash paid into the Escrow Account by the Insurance Carrier.

u. "Insurance Carrier" means QBE Insurance Corporation.

v. "Net Settlement Fund" means the balance remaining in the Settlement Fund after the payment of (a) any Taxes or Tax Expenses; (b) any

Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

w. "Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B.

x. "Notice Package" means the Notice, including the Plan of Allocation, and the Proof of Claim and Release, substantially in the form attached hereto as Exhibit B-1.

y. "Notice Costs" means the reasonable costs, fees, and expenses associated with providing notice of the Settlement to the Class, including dissemination of the Summary Notice and Notice.

z. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Action substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Parties in writing.

aa. "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

bb. "Plaintiff's Counsel" means Levi & Korsinsky, LLP, Kaskela Law LLC, and Ashby & Geddes, P.A.

cc. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund to Authorized Claimants, set forth in Exhibit E hereto, or such other plan of allocation approved by the Court.

dd. "Redemption Date" means June 8, 2021.

ee. "Released Claims" means Released Plaintiff's Claims and Released Defendants' Claims, collectively or individually.

ff. "Released Defendant Parties" means the Settling Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control, including NeuroRX and NRXP. For the avoidance of doubt, Released Defendant Parties does not include Jonathan Javitt.

gg. "Released Defendants' Claims" means all claims, liabilities, sanctions, complaints, and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the investigation, institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

hh. "Released Parties" means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

ii. "Released Plaintiff Parties" means Plaintiff, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, including Plaintiff's Counsel, any experts engaged by Plaintiff in connection with the Action, and the Settlement Administrator, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

jj. "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, asserted or unasserted, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, arising from the facts and circumstances alleged in the Verified Amended Class Action Complaint, except for claims to enforce the Settlement.

kk. "Releases" means Released Defendants' Claims and Released Plaintiff's Claims, collectively or individually. "Releases" shall have the same meaning as "Released Claims."

ll. "Non-Settling Defendant" means Jonathan Javitt.

mm. "Scheduling Order" means the [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing substantially in the form attached hereto as Exhibit A.

nn. "Second Payment" means two million five-hundred thousand United States dollars ($2,500,000) in cash, which shall be deposited into the Escrow Account.

oo. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of the BRPA listing the names, mailing addresses, and, if available, email addresses for all registered holders of BRPA Common Stock between February 23, 2021 and June 8, 2021, including information identifying all Class Members, the number of Eligible Shares held by each Class Member, and all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

pp. "Settlement Administrator" means the class action settlement administrator selected by Plaintiff's Counsel in connection with the Settlement.

qq. "Settlement Fund" means the aggregate of the First Settlement Payment, the Second Settlement Payment, and the Daigneault Payment, in the total sum of two million six-hundred seventy-five thousand United States Dollars ($2,675,000) in cash (the "Settlement Amount").

rr. "Settlement Hearing" means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff's Counsel should be finally appointed as Plaintiff's Counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice as to the Settling Defendants and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiff's

Counsel's application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

ss. "Settling Defendants' Counsel" means McDermott Will & Schulte LLP and Chipman Brown Cicero & Cole, LLP.

tt. "Summary Notice" means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit C, which will be published on a national wire service and mailed in postcard form to Class Members, and will direct recipients to the Notice on the Settlement Administrator's website.

uu. "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).

vv. "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).

ww. "Termination Notice" means written notice of a Party's election of their right to terminate the Settlement and this Stipulation.

xx. "Unknown Claims" means (i) any Released Plaintiff's Claims that Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendant Parties, and (ii) any Released Defendants' Claims that any of the Settling Defendants does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that 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 Class Members by operation of law shall be deemed to have acknowledged, 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 Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Plaintiff's Claims" and "Released Defendants' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiff, Settling Defendants in entering into this Stipulation.

B. <u>Settlement Consideration</u>

2. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties have agreed to the following:

a. The Settlement Payments:

i. Within ten (10) business days after execution of this Stipulation, Plaintiff's Counsel shall provide complete wire transfer information, instructions, as well as a completed Form W-9, and the name and telephone number of a person with knowledge who verbally can confirm the wiring instructions, to Defendants and Insurance Carrier representatives to Defendants' Counsel on behalf of the Individual Defendants.

ii. Within thirty (30) business days after the later of the execution of this Stipulation and Plaintiff's Counsel providing the information in Paragraph B(2)(a)(i) of this Stipulation, the Settling Defendants shall cause their Insurance Carrier to pay the First Payment into the Escrow Account.

iii. No later than twenty (20) business days after final approval of the Settlement by the Court, the Settling Defendants and/or the Insurance Carrier shall pay the Second Payment into the Escrow Account.

iv. No later than twenty (20) business days after final approval of the Settlement by the Court, NRXP shall pay the Daigneault Payment into the Escrow Account.

v. Payment of the Settlement Amount shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

b. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph B(2)(a) above, Plaintiff may exercise his right to terminate the Settlement under Paragraph 46 below.

C. <u>Scope of the Settlement</u>

3. Upon entry of the Order and Final Judgment, the Settling Defendants shall be dismissed from the Action with prejudice. Each of the Settling Parties shall each bear its own costs and legal fees, except (1) any costs associated with administrating and distributing the Settlement, which shall be paid out of the Escrow Account; and (2) any costs and legal fees awarded by the Court to Plaintiff's Counsel, which shall be paid from the Escrow Account.

4. Upon entry of the Order and Final Judgment, Defendant Jonathan Javitt shall be dismissed from the Action without prejudice.

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

6. Upon the Effective Date, the Released Defendant Parties shall have fully, finally, and forever released, settled, and discharged the Released Plaintiff

Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

7. Pursuant to 10 *Del. C.* § 6304(b) and any similar laws or statutes, the Settling Parties hereby agree that damages recoverable for any injury arising out of or relating to the claims asserted in the Action, or the subject matter of the Action, against the Non-Settling Defendant or any alleged tortfeasor other than the Released Defendant Parties will be reduced by the greater of (i) the Settlement Amount or (ii) the pro rata share of the liability or responsibility for such damages, if any, of the Released Defendant Parties, should it be determined that the Released Defendant Parties are joint tortfeasors. This language is intended to comply with 10 *Del. C.* § 6304(b) and any similar laws or statutes so as to preclude liability of the Settling Defendants or any other Released Defendant Parties to any other alleged tortfeasors for contribution, whether denominated as contribution, indemnification, or otherwise.

3. The Order and Final Judgment shall contain a bar order in a form substantially similar to the following:

> Upon the Effective Date, any claims (i) against any of the Settling Defendants, or (ii) by any of the Settling Defendants against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiff or any other Class Member, arising out

of or relating to the subject matter of the Action, including without limitation any third-party claims for contribution in accordance with 10 *Del. C.* § 6304 and any similar laws and statutes, are hereby barred; *provided, however,* that any claims by or on behalf of a Settling Defendant (or the Insurance Carrier through subrogation) for advancement, indemnification, and insurance arising out of or relating to the Action shall not be barred.

D. <u>Class Certification</u>

6. Solely for the purposes of the Settlement and for no other purpose, the Parties agree to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and 23(b)(2) on behalf of the Class; (b) appointment of Plaintiff as Class representative for the Class; and (c) appointment of Plaintiff's Counsel as counsel for the Class.

7. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to their terms or the Effective Date 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.

E. <u>Submission of the Settlement to the Court for Approval</u>

8. Promptly upon execution of the Stipulation, the Plaintiff and Defendants will file the Stipulation with the Court and seek certification of the Class

as defined in Paragraph A(1)(b) and entry of a Scheduling Order authorizing notice of the Settlement and scheduling a Settlement Hearing.

9. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the U.S., the Notice Package, including the Notice with the Plan of Allocation, attached hereto as Exhibit B, and the Proof of Claim Form and Release, attached hereto as Exhibit B-1, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners. The Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package 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, Plaintiff's Counsel shall also cause the Summary Notice to be published on a national wire service and on Levi & Korsinsky, LLP's firm website. The Summary Notice will direct the recipient to the full Notice Package, which will be made available on a website devoted to this Settlement, to be created and maintained by the Settlement Administrator.

10. The proposed Notice Package to be mailed to Class Members in accordance with the Scheduling Order apprises Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

11. Any and all Notice Costs 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 Plaintiff or Plaintiff's Counsel have any liability or responsibility for the Notice Costs, nor shall any of the Settling Defendants except insofar as they are responsible for the payment of the Settlement Amount. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, no Notice Costs and/or Administration Costs actually paid or incurred shall be returned or repaid to the Settling Defendants or the Insurance Carrier.

12. The Settling Parties and their respective attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement as soon as practicable and 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 in this Stipulation and the dismissal of the Settling Defendants from the Action with prejudice. The Settling Parties and their respective attorneys agree to cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation and to use their best efforts to effect the consummation of the Settlement.

13. If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Order and Final Judgment.

14. In the event the Settlement is not approved by the Court or does not become Final or is not consummated for any reason, then the Settlement Fund, including any interest (but excluding any Notice Costs or Administrative Costs incurred), shall be returned to the entities which funded the Settlement Fund within fifteen (15) business days.

F. Stay Pending Court Approval

15. The Settling Parties and Defendant Javitt hereby agree to stay the proceedings in the Action as against the Settling Defendants and Defendant Javitt except those proceedings incident to the Settlement, to file no further actions against the Released Parties asserting any Released Claims, and not to initiate any other proceedings as against one another, other than those incident to the Settlement itself, pending the occurrence of the Effective Date. The Settling Parties' respective

deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely.

16. The Parties agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Settling Defendants, or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiff's Claims against any of Released Defendant Parties.

17. Notwithstanding Paragraphs 15 and 16 above, nothing herein shall in any way impair or restrict the rights of any Settling Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. <u>Conditions of Settlement</u>

18. 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 Parties shall use their best efforts to achieve:

a. provision of all of the information called for by Paragraphs 34 – 37 below;

b. the payment in full of the Settlement Fund into the Escrow Account in accordance with Paragraphs B(2)(a)(ii) and (iii) above;

c. the Court's certification of the Class as a non-opt-out settlement class;

d. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal of the Settling Defendants from the Action with prejudice without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

e. the Order and Final Judgment becoming Final.

18. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Settling Defendants or any other of Released Defendant Parties, including, but not limited to, the Insurance Carrier, shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. <u>Attorneys' Fees and Expenses</u>

19. Plaintiff's Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with 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. Defendants will take no position on attorneys' fees and expenses.

20. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any disapproval or modification of any application for attorneys' fees and expenses by the Court or an appeal shall not affect or delay the enforceability of the Settlement, provide any Settling Party with the right to terminate the Settlement, impose any obligation on any Settling Defendant, subject any Settling Defendant in any way to an increase in the amount paid on their behalf in connection with the Settlement, or affect or delay the binding effect of finality of the Settlement and the releases by any Settling Party. For the avoidance of doubt, Plaintiff's Counsel will only seek an award for attorneys' fees and expenses and any service award from the Settlement Fund; Plaintiff and Plaintiff's Counsel will not seek any additional fees, costs, expenses, or other monetary sum from the Settling Defendants; and Plaintiff and Plaintiff's Counsel shall not make any other fee application in connection with the Action in the Court or in any other court or other tribunal or forum.

21. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiff's Counsel within fourteen (14) calendar days of the Court's entry of any order awarding Plaintiff's Counsel attorneys' fees or expenses or as soon thereafter as the Settlement Fund is fully funded, 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 Plaintiff's Counsel's obligation to make refunds or repayments to 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. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than thirty (30) business days after: (a) receiving from the Settling Defendants a notice of termination of the Settlement pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

22. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Party the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order

and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

23. Plaintiff's Counsel may seek Court approval for a service award for Plaintiff, not to exceed $2,500, to be paid exclusively out of the Fee and Expense Award. Plaintiff's Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class Member except as may be approved by the Court.

24. Plaintiff's Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel. Released Defendant Parties shall not have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Action or the Settlement.

I. <u>The Settlement Fund</u>

25. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) following the payment of (a), (b), and (c) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided herein and the Plan of Allocation as approved by the Court.

26. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All

funds held by the Escrow Agent 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.

27. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States 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 FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States 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. The Settling Parties shall have no responsibility or liability for any decrease in value in the funds deposited in the Escrow Account in accordance with this Paragraph.

28. The Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and Settlement

Administrator, as administrator 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. The Settlement Administrator 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, the Settling Defendants shall provide to Plaintiff's Counsel of the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, as administrator 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.

29. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by the Settlement Administrator 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. Released Defendant Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of the Settlement Administrator or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

30. The Settlement Fund is an all-in settlement number, meaning that it includes not only amounts to resolve claims and allegations in the Action but also all attorneys' fees, administration costs, notice costs, expenses, as well as any other costs, expenses, or fees of any kind whatsoever associated with the resolution of the Action.

31. Upon the occurrence of the Effective Date, none of Settling Defendants, the Insurance Carrier, or any other Released Defendant Parties, 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.

32. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from the Settling Defendants or further order of the Court, all Notice Costs or Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, all costs associated with dissemination of the Summary Notice and Notice, the actual costs of printing, mailing and publishing

the Summary Notice, reimbursements to nominee owners for forwarding the Summary Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement 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 Costs, Administration Costs, Taxes, or Tax Expenses actually paid or incurred, including any related fees, shall not be returned or repaid.

J. Settlement Administration

33. Plaintiff's Counsel shall engage the Settlement Administrator, subject to the approval of the Court, which shall provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Authorized Claimants as set forth in the Plan of Allocation. Released Defendant Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Authorized Claimants.

34. The Settling Defendants shall cooperate with Plaintiff's Counsel in providing notice of the Settlement to the Class and administering the Settlement.

35. For purposes of disseminating the Notice Package and distributing the Net Settlement Fund to Authorized Claimants, the Settling Defendants and NRXP shall work together with Plaintiff's Counsel and the Settlement Administrator to: (i)

within thirty (30) business days after the Court's entry of the Scheduling Order, obtain and provide, in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant as of the Redemption Date, the participant's "DTC number," the relevant number of shares of BRPA Common Stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) within thirty (30) business days after the Court's entry of the Scheduling Order, obtain and provide, in an electronically-searchable form, such as Microsoft Excel, the stockholder information as maintained by the transfer agent of NRXP for disseminating the Notice Package to the Class and issuing payments to Authorized Claimants.

36. In addition to the information to be obtained under Paragraph 35 above, the Settling Defendants and NRXP shall work together with Plaintiff's Counsel and the Settlement Administrator to obtain such additional information as may be required to distribute the Net Settlement Fund to Authorized Claimants and to ensure that the Net Settlement Fund is paid only to Authorized Claimants, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons and/or Excluded Persons' brokers if requested to do so by the DTC. For each of the Excluded

Persons, Settling Defendants shall work together with Plaintiff's Counsel and the Settlement Administrator to obtain the following information for each of the Excluded Persons: (a) an indication of whether the Excluded Person was, at the Redemption Date, either (i) a record owner of shares of BRPA Class A common stock or (ii) a beneficial owner of shares of BRPA Class A common stock whose shares were held via a financial institution on behalf of the Excluded Person ("Beneficial Owner"); (b) the number of shares of BRPA Class A common stock beneficially owned by the Excluded Person at the Closing and for which the Excluded Person received the Acquisition Consideration ("Excluded Shares"); and (c) for each Excluded Person that is a Beneficial Owner, the name and "DTC Number" of the financial institution where their Excluded Shares were held and the Excluded Person's account number at such financial institution. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold 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, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

37. If the Settling Parties are unable to obtain the information set forth in Paragraphs 35 and 36 as set forth above by agreement, they shall make best efforts to obtain that information, including by serving and enforcing subpoenas, filing and

prosecuting motions to compel, or taking such other reasonable measures as may be necessary to obtain the information.

38. The First Payment shall be used solely to fund expenses for Notice Costs. Any portion of the First Payment that is not actually expended to fund Notice Costs shall remain in the Escrow Account to be distributed or returned in accordance with Paragraph 14, but in no event shall Plaintiff or Plaintiff's Counsel be liable for funding or refunding any Notice Costs.

39. The Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the Plan of Allocation, included in Exhibits B and E attached hereto, which is subject to approval by the Court.

40. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's 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 connection with the Settlement.

41. The Net Settlement Fund shall be distributed to Authorized Claimants only after the Effective Date of the Settlement and after: (a) all Notice Costs, all 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 the Class Distribution Order. At such time that Plaintiff's Counsel, in their sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiff's Counsel will apply to the Court, on notice to Settling Defendants' counsel, for the Class Distribution Order.

42. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Settling Defendants, and the other Released Defendant Parties, and each of 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 Settlement 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.

43. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim and Release within the period provided for in the Notice, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Order and Final Judgment.

Notwithstanding the foregoing, Plaintiff's 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 Plaintiff, Plaintiff's Counsel, Defendants, Defendants' Counsel, Released Defendant Parties, or the Settlement Administrator by reason of the exercise or non-exercise of such discretion.

44. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, after consulting with Plaintiff's Counsel, without further Order of the Court, distribute such balance among the Settlement Payment recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may seek leave of the Court to instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated Taxes, Tax Expenses, and other Administrative Costs and expenses, to the Delaware Combined Campaign for

Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

45. 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.

K. <u>Termination of Settlement; Effect of Termination</u>

46. Plaintiff and Settling Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final;(b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's rights or obligations hereunder and such final refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision has become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days

of any failure of the Settling Defendants, the Insurance Carrier, or NRXP to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph B(2)(a) of this Stipulation. For the avoidance of doubt, the Settling Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Settling Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

47. In the event that the Settlement is terminated pursuant to the terms of Paragraph 46 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 47 and Paragraphs 7, 9, 21, 26, 29, 45, 46, 51, 52, 67, and 68 of this Stipulation) shall be canceled and terminated; (b) 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*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to agreement to the

Settlement Terms on May 9, 2025; (f) the Settling Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) 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 Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Settling Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 21 of this Stipulation), less any Notice Costs 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 B(2)(a) above in such amounts as directed by Settling Defendants' Counsel. In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 21 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) 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 B(2)(a) above in such amounts as directed by Settling Defendants' Counsel consistent with Paragraph 21 of this Stipulation.

L. <u>No Admission of Liability</u>

48. 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) Settling Defendants or any of Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiff, (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 claim or defense that has been or could have been asserted in the Action or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff that any of his claims lack merit in any respect, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

49. The Released Parties may file this Stipulation and/or the Order and Final 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.

M. **Miscellaneous Provisions**

50. The Settling Parties and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

51. 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.

52. This Stipulation may be executed in one or more counterparts, including by signature transmitted by facsimile or email. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

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

54. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

55. 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.

56. Plaintiff represents and warrants that none of Released Plaintiff's Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

57. 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 all of the Settling Parties (or their successors-in-interest).

58. Any failure by any Settling Party to insist upon the strict performance by any other 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.

59. 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, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate, but shall not extend to Jonathan Javitt.

60. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the 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 this Stipulation. For any such action (but no other action) brought in this Court, each of the Settling Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Settling Party by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

61. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

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

63. Except as otherwise provided herein, each Settling Party shall bear its own costs.

64. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their respective counsel shall use their best efforts to keep all communications concerning negotiations and mediations in connection with this Stipulation confidential.

65. All agreements made and orders entered during the course of this Action relating to the confidentiality of information, including, without limitation, the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

66. This Stipulation and the Exhibits (Exhibit A: [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing; Exhibit B: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; Exhibit B-1: Proof of Claim; Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; Exhibit D: [Proposed] Order and Final Judgment; and Exhibit E: Plan of Allocation) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation, provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

67. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes between the Released Plaintiff Parties and the Released Defendant Parties. Accordingly, Plaintiff, Settling Defendants, and their respective counsel agree not to assert in any forum or to any authority that this Action was brought by Plaintiff or defended by Settling Defendants in bad faith or without

a reasonable basis. Plaintiff and Settling Defendants represent and agree that the terms of the Settlement reached between Plaintiff and Settling Defendants were negotiated at arm's-length and in good faith by Plaintiff and Settling Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

68. While retaining their right to deny that the claims asserted in the Action were meritorious, Settling Defendants and their respective 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. In all events, the Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any 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.

69. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiff, Settling Defendants, or their respective 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.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation effective as of the Effective Date set forth above.

Dated: June 5, 2026

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DocuSigned by:
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By: Jonathan Javitt
Title: Chairman of the Board