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

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF STOCKHOLDER CLASS ACTION, SETTLEMENT HEARING, AND <u>RIGHT TO APPEAR</u>

<u>The Delaware Court of Chancery authorized this Notice.</u>
<u>This is not a solicitation from a lawyer.</u>

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 Big Rock Partners Acquisition Corporation ("BRPA" or the "Company") on June 8, 2021 who had been entitled to, but did not, redeem BRPA shares before the end of the BRPA Redemption Date of June 8, 2021 in connection with the business combination between BRPA and NeuroRx, Inc. (the "Merger").[1]

NOTICE OF SETTLEMENT: Please also be advised that plaintiff (i) Jacob Fulcher ("Plaintiff"), individually and on behalf of the Class (defined in Paragraph 27 below); and (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) Alessandra Daigneault; 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") have reached a proposed settlement for a cash payment in the amount of $2,675,000 in total (the "Settlement Amount"), as set forth in the Stipulation. The Settlement, if approved, will resolve all claims in the Action against the Settling Defendants (collectively with Plaintiff, the "Settling Parties," and each a "Settling Party").

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.

[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, dated June 3, 2026 (the "Stipulation" or "Settlement"). A copy of the Stipulation is available at www.BRPAStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT.	If you are a member of the Class (defined in Paragraph 27 below), you may be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 42 below) **must submit a Claim Form by no later than November 5, 2026, in order to receive a distribution from the Settlement,** if approved by the Court. *See* Paragraphs 35-56 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IS *RECEIVED* NO LATER THAN SEPTEMBER 21, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON OCTOBER 5, 2026, AT 3:15 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS R*ECEIVED* NO LATER THAN SEPTEMBER 21, 2026	Filing a written objection and notice of intention to appear that is received by September 21, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the September 21, 2026, hearing may be conducted by telephone or videoconference (*see* Paragraphs 60-62 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being provided 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 Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). *See* Paragraphs 60-62 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be disseminated to potential Class Members. 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 claims in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation and they become Final, then payments to Eligible Class Members will be made after the Effective Date.

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

WHAT IS THIS CASE 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 PARTIES.

Factual Background

4. BRPA, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses.

5. On November 20, 2017, BRPA completed its initial 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.

6. 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.

7. 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").

8. 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 before the Merger 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 by the Redemption Date of June 8, 2021.

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

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

11. On June 8, 2021, the Redemption Date passed. Approximately 552,196 shares that were eligible for redemption were not redeemed.

The Start of This Action

12. On April 2, 2024, and after conducting a books and records investigation of NRX Pharmaceuticals, Inc. pursuant to 8 *Del. C.* § 220, Plaintiff commenced this action against Defendants, on behalf of himself and similarly situated current and former Company 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. 2024-0605-PAF (the "Complaint"). The Complaint can be viewed at www.BRPAStockholderSettlement.com. Specifically, the Complaint's claims against the Settling Defendants (the "Settled Claims") alleged that the Settling Defendants breached their fiduciary duties of loyalty and candor by conducting an unduly rushed sales process, entering into an unfair Merger, and impairing stockholders' redemption rights by providing materially false and misleading information in the Prospectus and omitting from the Prospectus information that was highly material to public stockholders' decision whether to redeem their shares or invest in the Merger.

13. In support of the claims, Plaintiff alleged in the Complaint that the Prospectus: (i) failed to disclose BRPA's

net-cash per share amount as of the time of the Merger, (ii) misleadingly represented that NeuroRx, Inc. had a valuation of approximately $500 million based upon the valuation of its Swiss joint venture partner, Relief Therapeutics Holding AG ("Relief") due to the development of a COVID-19 treatment, when in fact Relief had already stated that the drug had failed and that they had missed the pandemic; and (iii) contained materially misleading representations that the relationship between NeuroRx, Inc. and Relief remained intact, when in fact Relief had ceased cooperation and refused to fund any further development of the COVID-19 treatment. Plaintiff sought, *inter alia*, rescissory damages and other relief as deemed just and proper by the Court.

14. On November 5, 2024, Plaintiff filed a Verified Amended Stockholder Class Action Complaint, naming Jonathan Javitt and Alessandra Daigneault as aiding and abetting defendants (the "Aiding and Abetting Claims") and removing Bennett Kim from the named defendants.

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

16. 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.

17. On February 13, 2025, the parties to the litigation filed a Stipulation agreeing to dismiss claims against the EBC Defendants (the "EBC Claims") without prejudice.

18. On March 14, 2025, Daigneault filed a Motion to Dismiss the Complaint, arguing that Plaintiff's claims against her were time-barred and that Plaintiff failed to state a claim that Daigneault aided and abetted breaches of fiduciary duty by the other defendants.

19. On March 17, 2025, the other defendants in the Action filed Motions to Dismiss the Complaint, arguing that Plaintiff failed to allege that the Prospectus contained material misrepresentations or omissions, that the timing and structure of the Merger did not impede stockholders' redemption rights, and that Plaintiff failed to plead non-exculpated claims against the Director Defendants.

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

The Settlement

21. Following arm's-length negotiations with the assistance of the Mediator, on May 9, 2025, the Settling Parties other than Defendant Daigneault entered into an oral agreement in principle to settle Plaintiff's claims against the Settling Defendants on the terms set forth herein.

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

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

24. Following further arm's-length negotiations, on October 1, 2025, Defendant Daigneault entered into an agreement in principle to settle Plaintiff's claims against her and dismiss Defendant Javitt without prejudice on the terms set forth herein.

25. Following the Settling Parties arm's-lengths negotiations with the assistance of the Mediator, the Settling Parties reached an agreement in principle to settle the Action on June 3, 2026, the definitive terms of which are reflected in the Stipulation. The Stipulation can be viewed at www.BRPAStockholderSettlement.com.

26. On July 22, 2026, the Court entered a Scheduling Order directing that this 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?

27. If you are a member of the Class, your interests will be affected by the Settlement. The Class preliminarily certified by the Court solely for purposes of the Settlement consists of:

All record and beneficial holders of BRPA Common Stock as of the June 8, 2021 Redemption Date who were entitled to, but did not, redeem such shares, and their successors-in-interest who obtained shares by operation of law, but excluding (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) the parents, subsidiaries, and affiliates of NeuroRx, Inc.; (e) any entity in which any Defendant or any other excluded party has, or had a controlling interest as of the Redemption Date; and (f) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants (collectively, "Excluded Persons").

PLEASE NOTE: The Class is a non-opt-out settlement 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?

28. In consideration of the settlement of Released Plaintiff's Claims (defined in Paragraph 57 below) against Released Defendant Parties (defined in Paragraph 57 below), the Settling Defendants shall pay $2,675,000 in total cash consideration for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 35-56 below for details about the proposed Plan of Allocation for the distribution of the Settlement proceeds to Eligible Class Members.

29. The Settlement will resolve only claims and potential claims against the Settling Defendants arising from the events and circumstances alleged by Plaintiff in the Action but will not resolve any other claims relating to the Action, including the Aiding and Abetting claims against Defendant Javitt. The claims against Defendant Javitt will be dismissed without prejudice.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

30. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that the claims asserted in the Complaint have merit but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the $2,675,000 Settlement value. The Settlement will provide roughly $4.84 per share in gross consideration to Class Members, before Notice Costs, Administrative Costs, taxes or tax expenses, attorneys' fees or expenses are deducted. Plaintiff and Plaintiff's Counsel believe that this is an outstanding result for Class Members.

31. 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 claims; (ii) the limited financial resources of the Defendants and the limited insurance coverage available to the Defendants, as well as Plaintiff's ability to collect any judgment from the Defendants, and the potential that the costs of defending and/or paying a judgment in other litigation could exhaust available insurance coverage or the Defendants' recoverable assets; (iii) the probability of success on the merits of the Settled Claims against the Defendants, including the inherent problems of proof associated with, and possible defenses to, Plaintiff's claims against the Defendants; (iv) the availability and strength of Plaintiff's Settled Claims; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the claims against the Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Settled Claims against the Settling Defendants asserted in the Action on the terms set forth herein.

32. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and confers substantial benefits upon the Class. Based upon his supervision of the prosecution of the 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 the Stipulation.

33. Settling Defendants deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Released Plaintiff's Claims (defined in Paragraph 57 below) including, but not limited to, any allegation that the Settling Defendants (or any of them) committed any violation of law or breach of any duty to BRPA stockholders, that the Merger was not entirely fair and in the best interest of such stockholders, that the Settling Defendants (or any of them) acted improperly in any way, or that the Settling Defendants (or any of them) have any liability or owe any damages of any kind to Plaintiff, the Settlement Class, and/or the stockholders of BRPA. The Settling Defendants maintain that the Settling Defendants' conduct was at all times proper and in compliance with applicable law. The Settling Defendants further maintain that their conduct was at all times in the best interests of BRPA and its stockholders. The Settling Defendants also deny that BRPA's stockholders were harmed by any conduct of the Settling Defendants that was alleged, or could have been alleged, in the Action.

34. Nevertheless, the Settling Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put the 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 the Stipulation or the Settlement shall be construed as an admission by the Settling Defendants of any wrongdoing, fault, liability, or damages whatsoever.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?

35. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you must complete and submit a Claim Form in order to receive your payment. The Claim Form is being disseminated herewith, is appended to the Stipulation as Exhibit B-1, and can be viewed and downloaded at BRPAStockholderSettlement.com. **Completed Claim Forms must be postmarked or submitted electronically by no later than November 5, 2026, or they may be denied.**

36. 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 interest accrued thereon after its deposit in the Escrow Account less (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice 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.

37. 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, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of the plan of allocation. Any determination with respect to the plan of allocation will not affect the Settlement, if approved.

38. 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.BRPAStockholderSettlement.com**.

PROPOSED PLAN OF ALLOCATION

39. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely submit a valid and completed Claim Form to the Settlement Administrator in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve. **Claim Forms must be postmarked or submitted online on or before November 5, 2026.** Eligible Class Members who do not timely submit a valid Claim Form will not be entitled to any distributions from the Net Settlement Fund as set forth in Paragraph 36 herein, but will otherwise be bound by the Settlement. The Court may approve the 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.BRPAStockholderSettlement.com.

40. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Eligible Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Eligible Class Members might have been able to recover after a trial, nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Eligible Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Eligible Class Members against one another for the purpose of making pro rata allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of the Plan of Allocation and cannot and should not be binding on Plaintiff or any Class Member for any other purpose.

41. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all record and beneficial holders of BRPA Common Stock who held such stock as of 5:00 PM ET on June 8, 2021 and who elected not to redeem all or some of their BRPA Common Stock, including their successors in interest who obtained shares by operation of law, but excluding: (i) Defendants; (ii) the directors, officers, or partners of BRPA as of the Redemption Date; (iii) 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; (iv) the parents, subsidiaries, and affiliates of NeuroRx, Inc.; (v) any entity in which any Defendant or any other excluded party has or had a controlling interest as of the Redemption Date; and (vi) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants (collectively, "Excluded Persons").

42. Eligible Class Members are those Class Members who held BRPA Class A Common Stock immediately after the Redemption Deadline, i.e., June 8, 2021 at 5:00 pm ET, that was not submitted for redemption in connection with the Merger.

43. "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.

44. Excluded Persons (as defined in Paragraph 41) 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 any ownership 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.

CALCULATION OF TOTAL LOSS

45. Based on the formulas set forth below, a "Total Loss" will be calculated for each Eligible Share that is listed in the completed Claim Form and for which adequate documentation is provided to the Settlement Administrator, as follows:

a. The Total Loss for each Eligible Share sold at a price of $10.80 or greater shall be zero, plus the Nominal Amount (as defined below).

b. The Total Loss for each Eligible Share sold between the close of the market on June 8, 2021 and the close of the market on April 2, 2024 (the date the Complaint was filed), at a price below $10.80, shall be calculated as the Redemption Price of $10.80 minus the sale price, plus the Nominal Amount (as defined below).

c. The Total Loss for each Eligible Share held following the close of trading on April 2, 2024, shall be $10.30 per share, calculated as the Redemption Price of $10.80 minus $0.50 (the closing stock price of NRXP common stock on April 2, 2024 on a split-adjusted basis), rounded to the cent, plus the Nominal Amount (as defined below).

d. The Nominal Amount shall be $0.10 per share for each Eligible Share.

For the avoidance of doubt, there will be no Total Loss calculated for any share of BRPA Class A common stock redeemed in connection with the Merger. To the extent that the calculation of an Eligible Class Member's Total Loss results in a negative number, that number shall be set to zero.

The Net Settlement Fund shall be distributed to Eligible Class Members on a pro rata basis based on the relative size of the Eligible Class Member's Total Losses. Specifically, a "Claimed Distribution Amount" will be calculated for each Eligible Class Member, which will be the sum of the Eligible Class Member's Total Losses divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund. If the Eligible Class Member's Claimed Distribution Amount calculates to less than $10.00, it will not be included in the calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

46. If the sum total of Total Losses of all Eligible Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Class Member shall receive their pro rata share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Total Losses of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Eligible Class Members entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

47. Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

48. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

49. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Eligible Shares shall not be deemed a purchase, acquisition, or sale of these Eligible Shares for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Eligible Shares unless: (i) the donor or decedent purchased or otherwise acquired such Eligible Shares; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eligible Shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

50. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Eligible Shares. The date of a "short sale" is deemed to be the date of sale of the Eligible Shares. Under the Plan of Allocation, however, the Total Loss on "short sales" is zero and the Total Loss on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Total Loss on a "short sale" that is not covered by a purchase or acquisition is also zero.

51. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option, and the purchase/sale price of the Eligible Shares is the exercise price of the option.

52. Distributions will be made to Eligible Class Members pursuant to the Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

53. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than six months from the check's issue date), the following procedures shall govern:

a. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

b. For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution. If after completion of such follow-up efforts $50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under $50,000. At such time as the remaining balance is less than $50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

54. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiff, Plaintiff's Counsel, any Plaintiff's expert, Defendants or any of Released Defendants Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Plaintiff, Plaintiff's Counsel, Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any submitted Claim Form or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

55. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Eligible Class Member or claimant.

56. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its submitted Claim Form.

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

57. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment") dismissing the Settling Defendants from the Action and approving the Releases as set forth in the Stipulation. The Court will also dismiss the Aiding and Abetting Claims asserted against Defendant Javitt without prejudice. Any damages award the Court may later enter with respect to remaining claims, however, may be reduced in consideration of the comparative fault or liability of all Defendants, including the Settling Defendants. Pursuant to the Order and Final Judgment, all claims and potential claims against the Settling Defendants arising from the events and circumstances alleged in the Action will be dismissed with prejudice and the following Releases will occur:

Release of Claims by Plaintiff and the Class: 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 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 Released Defendant Parties.

"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.

"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.

"Released Plaintiff's Claims" means upon the Effective Date of the Settlement, the Plaintiff, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest who obtained shares by operation of law, successors, predecessors, representatives, trustees, executors, 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, together with their predecessors-in-interest, predecessors, successors-in-interest who obtained shares by operation of law, successors, and assigns, each of the foregoing in their capacities as such only, shall release 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 who obtained shares by operation of law, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control (collectively, the "Defendant Releasees"), from all claims 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 Plaintiff asserted or could have asserted in connection with or arising from the facts and circumstances alleged in the Verified Amended Class Action Complaint, except for claims to enforce the Settlement.

Release of Claims by Settling Defendants: Upon the Effective Date, Settling Defendants shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of 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 Released Plaintiff Parties.

"Released Defendants' Claims" means claims upon the Effective Date of the Settlement, Defendants shall release the Released Plaintiff Parties from 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.

"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 Settling Defendant 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 Parties stipulate and agree that, upon the occurrence of the Effective Date, the 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 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" "Released Defendants' Claims" was separately bargained for, was a material element of the Settlement, and was relied upon by each and all of Plaintiff and Settling Defendants in entering into the Stipulation.

58. By Order of the Court, all proceedings in the Action against the Settling Defendants, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiff's Released Claims against any of Released Defendant Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

59. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award 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 (the "Fee and Expense Award"). Plaintiff's Counsel will seek a Fee and Expense Award consisting of attorneys' fees in a value not to exceed $535,000, plus litigation expenses not to exceed $200,000. 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. The Court will determine the amount of the Fee and Expense Award, as well as any service award to Plaintiff. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. 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?

60. **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.**

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

62. The Settlement Hearing will be held on October 5, 2026 at 3:15 p.m., before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of 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 representatives for the Class and Plaintiff's Counsel should be finally appointed as Class 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 claims in the Action against the Settling Defendants should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed 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, as well as whether and in what amount any service award should be paid to Plaintiff out of the Fee and Expense Award; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award or service award for Plaintiff; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

63. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for the Fee and Expense Award (an "Objector"); provided, however, that no Objector shall be heard or entitled to object unless **on or before September 21, 2026,** such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 64 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiff's Counsel and Settling Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiff's Counsel and Settling Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware 19801

PLAINTIFF'S COUNSEL
Tiffany Geyer Lydon, Esquire ASHBY & GEDDES, P.A. 500 Delaware Avenue, 8th Floor Wilmington, DE 19801 tlydon@ashbygeddes.com

DEFENDANTS' COUNSEL
Ethan Townsend, Esquire MCDERMOTT WILL & SCHULTE LLP The Brandywine Building 1000 N. West Street, Suite 1400 Wilmington, DE 19801 ehtownsend@mcdermottlaw.com

64. Any objections must: (i) identify the name, address, and telephone number of the objector and, if represented, their counsel, (ii) provide documents demonstrating membership in the Class, (iii) contain a written statement of such person's objections to any matter before the Court, (iv) set forth the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) attach or include all documents and writings such person desires the Court to consider. Documentation establishing that an Objector is a member of the Class may 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 which would show that the Objector owned redemption eligible shares of BRPA on the Redemption Date. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

65. 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.

66. 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 Plaintiff's Counsel and Settling Defendants' Counsel at the mailing and email addresses set forth in Paragraph 63 above so that the notice is ***received*** **on or before September 21, 2026.**

67. 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 Plaintiff's Counsel or the Settlement Administrator.

68. **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 Settlement, the proposed plan of allocation, Plaintiff's Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement, and will otherwise be bound by the Order and Final 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?
WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

69. 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, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, **www.BRPAStockholderSettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: BRPA Stockholder Settlement, c/o Epiq Systems, Inc., PO Box 3170, Portland, OR 97208-3170; or Plaintiff's Counsel: Donald J. Enright, Esq., Levi & Korsinsky, LLP, 1101 Vermont Ave. N.W., Suite 800, Washington, DC 20005, (202) 524-4290, denright@zlk.com.

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

70. If you are a broker or other nominee that held BRPA common stock on June 8, 2021 for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) 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) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: BRPA Stockholder Settlement, c/o Epiq Systems, Inc., PO Box 3170, Portland, OR 97208-3170. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

71. 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.BRPAStockholderSettlement.com, by calling the Settlement Administrator at 1-877-357-7760, or by emailing the Settlement Administrator at info@BRPAStockholderSettlement.com.

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

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

Dated: July 22, 2026