



## EXHIBIT E

### IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JACOB FULCHER, on behalf of himself  
and all similarly situated stockholders,

Plaintiff,

v.

Civil Action No. 2024-0345-PAF

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.

### **PROPOSED PLAN OF ALLOCATION**

Unless otherwise defined herein, any capitalized terms that are used in this Proposed Plan of Allocation 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”).

1. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely complete and submit a valid Claim Form to the Settlement Administrator in accordance with this proposed Plan

of Allocation or such other plan of allocation as the Court may approve. Eligible Class Members who do not timely submit a validly completed Claim Form will not be entitled to any distributions from the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website: [www.BRPASStockholderSettlement.com](http://www.BRPASStockholderSettlement.com).

- a. “Eligible Class Members” means those Class Members (defined in the Stipulation) who held Eligible Shares (defined in the Stipulation and below), *i.e.*, holders of BRPA Common Stock who had the right to but did not exercise their redemption rights in connection with the Merger.
- b. “Eligible Shares” means 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.
- c. Excluded Persons (as defined in the Settlement) 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, in each case under any theory, including, but not limited to, contract, application of statutory

or judicial law, or equity.

2. Based on the formulas set forth below, a “Total Loss” will be calculated for each Eligible Share that is listed in the 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 (on a split-adjusted basis), 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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 completed 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.

9. 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.

10. 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.

11. Distributions will be made to Eligible Class Members, subject to Court approval of a Class Distribution Order,<sup>1</sup> pursuant to this Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

12. 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:

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

14. 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

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<sup>1</sup> "Class Distribution Order" means an order entered by the Court authorizing the specific distribution of the Net Settlement Fund.

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.

15. 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 Plaintiffs, Plaintiffs' Counsel, any Plaintiffs' 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. Plaintiffs, Plaintiffs' 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 Claim or nonperformance of the Settlement Administrator; the payment or withholding of

Taxes; or any losses incurred in connection therewith.

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

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

18. 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.
- c. 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, DE 19899, a 501(c)(3) charitable organization.