

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CHARLES BRYANT,

Plaintiff,

v.

C.A. No.: 2024-1314-MTZ

THE COLUMN GROUP, LP,
DAVID V. GOEDEL, and
DAVID J. WOODHOUSE,

Defendants.

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF STOCKHOLDER CLASS ACTION, SETTLEMENT
HEARING, AND RIGHT TO APPEAR**

The Court of Chancery of the State of Delaware authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a record holder or beneficial owner of NGM Biopharmaceuticals, Inc. (“NGM” or the “Company”) common stock (Nasdaq: “NGM”) as of the April 5, 2024, closing of the acquisition of the publicly held shares of NGM common stock for \$1.55 per share in cash by affiliates of The Column Group, LP (“The Column Group” or “TCG”) through a tender offer, followed by a merger by which NGM became a wholly owned subsidiary of a TCG affiliate (the “Transaction”) and either received cash for your NGM shares when the Transaction closed or dissented from the Transaction.

NOTICE OF SETTLEMENT: Please also be advised that (i) Plaintiff Charles Bryant (“Plaintiff”), on behalf of himself and the other members of the Class (as defined in paragraph 15 below); and (ii) Defendants The Column Group, LP, David V. Goeddel, and David J. Woodhouse (collectively, “Defendants,” and together with Plaintiff, the “Parties”) have reached a proposed settlement of the Action (the “Settlement”) for \$6,000,000 (USD) in cash (the “Settlement Amount”). The proposed Settlement, if approved by the Court, will resolve all claims in the Action against Defendants, and the Action will be dismissed with prejudice.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Class 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

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 July 23, 2025 (the “Stipulation”). A copy of the Stipulation is available at www.ngmstockholderlitigationsettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:

RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (as defined in paragraph 15 below), you <u>may</u> be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. See paragraphs 22-32 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 7, 2025.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON OCTOBER 21, 2025, AT 3:15 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 14, 2025.	Filing a written objection that is received by October 7, 2025, and notice of intention to appear that is received by October 14, 2025, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the October 21, 2025, hearing may be conducted by telephone or videoconference (see paragraphs 38-47 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.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members (defined in paragraph 15 below) of the existence of the Action and the terms of the proposed Settlement. This Notice is also being sent 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 Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award to be paid from any Fee and Expense Award (the "Settlement Hearing"). See paragraphs 38-47 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a 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 affect your legal rights. **Please Note:** The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

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.

4. On February 26, 2024, NGM announced a transaction in which affiliates of The Column Group, LP would acquire the shares of NGM common stock that it did not already own for \$1.55 per share in cash through a tender offer and take the Company private (the "Transaction").

5. The tender offer commenced on March 8, 2024. NGM solicited stockholder support for the Transaction through the Schedule 14D-9, which was filed on March 8, 2024, and supplemented on March 22, 2024, and March 29, 2024.

6. On April 5, 2024, the tender offer expired and the Transaction closed. According to the Company's Form 8-K reporting the outcome of the tender offer, approximately 27% of NGM's outstanding shares of common stock were tendered, representing a majority of the NGM stockholders unaffiliated with The Column Group and its affiliates. The Column Group and certain other Company stockholders, including Defendants David V. Goeddel and David J. Woodhouse, did not tender their shares but instead rolled over their shares into the new private company wholly owned by The Column Group.

7. On December 19, 2024, following a books and records investigation pursuant to 8 *Del. C.* § 220 concerning the Transaction, Plaintiff filed a Verified Class Action Complaint (the "Complaint") against Defendants The Column Group, LP, David V. Goeddel, and David J. Woodhouse in the Court of Chancery in the State of Delaware, commencing the action styled as *Bryant v. The Column Group, LP, et al.*, C.A. No. 2024-1314-MTZ.

8. For a complete overview of Plaintiff's allegations, you may wish to review the public version of Plaintiff's Complaint, which is available on the settlement website, www.ngmstockholderlitigationsettlement.com. Plaintiff's allegations are briefly summarized below. Defendants deny Plaintiff's allegations and deny that they breached their fiduciary duties or are liable to Plaintiff or the Class in any way.

- a. Plaintiff alleged that The Column Group controlled the Company through its stock ownership of NGM and alleged relationships with certain of the Company's directors.
- b. Plaintiff alleged that after NGM announced disappointing clinical results for its lead product candidate, NGM621 (an ophthalmology drug), The Column Group informed NGM that it wished to take the Company private.
- c. Plaintiff alleged that in response to The Column Group's take-private proposal, NGM's board of directors formed

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a three-member special committee to negotiate and consider a transaction with The Column Group.

- d. Plaintiff alleged that Defendants had certain conflicts of interest and that the advisors retained to advise the special committee also had conflicts of interest.
- e. Plaintiff further alleged that the decision of a majority of the Company's unaffiliated stockholders to tender their shares was not fully informed because the Schedule 14D-9 solicitation statement included certain alleged material misstatements or omissions about the special committee's advisor conflicts, the special committee's fees, and The Column Group's interactions with minority stockholders and its negotiations with Defendant Woodhouse.
- f. Plaintiff further alleged that the Transaction price of \$1.55 per share was unfair because it was less than the value of the cash on NGM's balance sheet and less than its trading price immediately prior to the announcement of the Transaction.
- g. Based on these allegations, Plaintiff asserted a breach of fiduciary duty claim against Defendant The Column Group as an alleged controlling stockholder of the Company, as well as breach of fiduciary duty claims against Defendants David J. Woodhouse and David V. Goeddel in their capacities as directors of the Company. The Complaint also brought a breach of fiduciary duty claim against David J. Woodhouse in his capacity as an officer of the Company.

9. Defendants would have asserted both factual and legal defenses to these allegations and Plaintiff's other allegations contained in the Complaint.

10. On January 21, 2025, the Parties entered into a Stipulation and Order Governing Response to Verified Class Action Complaint, which set a schedule for Defendants to answer or move to dismiss the Complaint and any briefing thereafter. The Parties agreed to amend the schedule on February 26, 2025, March 27, 2025, April 14, 2025, April 21, 2025, May 5, 2025, and May 19, 2025, while the Parties discussed a potential settlement of the Action.

11. Between January 2025 and June 2025, the Parties engaged in extensive, arm's-length negotiations regarding potential settlement of the Action. As a result of these negotiations, the Parties reached an agreement in principle to settle the Action that was memorialized in a Settlement Term Sheet executed on June 3, 2025 (the "Settlement Term Sheet"). The Settlement Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for a cash payment of \$6,000,000 (USD), subject to certain terms and conditions and the execution of a customary stipulation and agreement of settlement and related papers.

12. On June 3, 2025, the Parties informed the Court of the agreement in principle to settle the Action and agreed to suspend all upcoming deadlines in the Action.

13. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation and Agreement of Settlement, Compromise, and Release on July 23, 2025 (the "Stipulation"). The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement and supersedes the Settlement Term Sheet, can be viewed at www.ngmstockholderlitigationsettlement.com.

14. On July 25, 2025, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

15. If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court solely for purposes of the Settlement consists of:

All record holders and beneficial holders of shares of NGM Biopharmaceuticals, Inc. common stock who either received \$1.55 per share in cash at the closing of the take-private transaction between NGM and The Column Group, LP (the "Transaction"), on or about April 5, 2024 (the "Closing"), or who dissented from the Transaction, including each such Class Member's heirs, successors in interest, successors, transferees, and assigns.

Excluded from the Class are: (i) Defendants, (ii) any other director or officer of the Company as of the date of the Closing, (iii) the spouses and minor children of Defendants and the Company's other directors and officers as of the date of the Closing, (iv) any trusts or other entities controlled by any Defendant or other director or officer of the Company as of the date of the Closing, and (v) the Rollover Stockholders.

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The Parties estimate that the Class consists of approximately 43.8 million shares.

Please Note: The Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

16. In consideration of the settlement of the Released Plaintiff’s Claims (defined in paragraph 33 below) against Defendants and the other Released Defendant Parties (defined in paragraph 33 below), Defendants and/or their insurers will deposit or cause to be deposited the \$6,000,000 in cash (the “Settlement Amount”) into an interest-bearing escrow account maintained by Plaintiff’s Counsel for the benefit of the Class. Further, Defendants will release all Released Defendants’ Claims against the Class and the other Released Plaintiff’s Parties (such terms defined in paragraph 33 below). See paragraphs 22-32 below for details about the distribution of the Net Settlement Fund (defined in paragraph 23 below) to Eligible Class Members (defined in paragraph 26 below) and the release of claims.

17. Defendants, their respective insurers, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the investment or distribution of the Net Settlement Fund or the determination, administration, or calculation of any payment from the Net Settlement Fund.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

18. Plaintiff and Plaintiff’s Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff’s Counsel believe that the claims asserted have merit, the Court could have disagreed with Plaintiff’s view of the applicable legal standards or of the underlying evidence, including (i) whether The Column Group was NGM’s controlling stockholder and owed the Company and the Company’s minority stockholders fiduciary duties, (ii) whether stockholders’ decision to tender was fully informed, or (iii) whether the \$1.55 per share Transaction price was unfair to NGM’s stockholders, and could have entered judgment for Defendants, either dismissing the claims against Defendants prior to trial (whether in response to any motion to dismiss or motion for summary judgment), or after trial. Plaintiff and Plaintiff’s Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiff’s claims against Defendants through trial, the possibility that the case could be dismissed following the limited discovery period, the uncertainty of appeals, and the collectability of any potential judgment.

19. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case and the information available to them through the public record, confidential materials obtained through a books and records demand pursuant to 8 *Del. C.* § 220, and confidential valuation materials obtained through settlement negotiations—which provided Plaintiff and Plaintiff’s Counsel with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff’s positions and Defendants’ positions in the Action, Plaintiff and Plaintiff’s Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiff and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of the \$6,000,000.00 Settlement Amount without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

20. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or to any other member of the Class and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff’s Claims, as defined below, as against the Released Defendant Parties, as defined below. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

21. Nevertheless, Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. Defendants have therefore determined to settle the Action on the terms and conditions set forth in the Stipulation solely to put the Released Plaintiff’s Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or

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damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?

22. **Please Note:** If you are eligible to receive a payment from the Net Settlement Fund, you **do not** have to submit a claim form in order to receive your payment.

23. As stated above, the \$6,000,000 Settlement Amount will be deposited into an interest-bearing escrow account maintained by Plaintiff's Counsel for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the "Net Settlement Fund" (that is, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less: (i) any and all Taxes; (ii) any and all Notice Costs and Administration Costs; (iii) any Fee and Expense Award, including any Incentive Award (which shall be deducted from any Fee and Expense Award); and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated in paragraphs 26-32 below or such other plan of allocation as the Court may approve.

24. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

25. 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.ngmstockholderlitigationsettlement.com.

PROPOSED PLAN OF ALLOCATION

26. The Net Settlement Fund will be distributed on a *pro rata* basis to "Eligible Class Members." "Eligible Class Members" means Eligible Beneficial Holders (defined in paragraph 27 below) and Eligible Record Holders (defined in paragraph 28 below).

27. "Eligible Beneficial Holder" means the ultimate beneficial owner of any Eligible Shares (defined in paragraph 29 below) held of record by Cede & Co. ("Cede"), provided that no Excluded Persons² may be an Eligible Beneficial Holder.

28. "Eligible Record Holder" means the record holder of any Eligible Shares, other than Cede, provided that no Excluded Persons may be an Eligible Record Holder.

29. "Eligible Shares" means the shares of NGM common stock held at the April 5, 2024, Closing of the Transaction that dissented or were exchanged for \$1.55 per share in cash (the "Transaction Consideration").

30. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all Eligible Class Members.

31. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Transaction Consideration. Accordingly, if your Eligible Shares were held in "street name" and the Transaction Consideration was deposited into your brokerage account, your broker will be responsible for depositing your payment from the Net Settlement Fund into that same brokerage account.

32. Subject to Court approval in the Class Distribution Order,³ Plaintiff's Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

- (a) With respect to Eligible Shares held of record by the Depository Trust & Clearing Corporation, including

² "Excluded Persons" means the persons and entities that Defendants will identify to be excluded from the Class by definition, in accordance with paragraph I.1(o) of the Stipulation.

³ "Class Distribution Order" means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Class Members.

its subsidiary the Depository Trust Company (collectively, the “DTC”), through its nominee Cede, Defendants shall use their reasonable efforts to provide or cause to be provided to the Settlement Administrator a copy of the position report generated by the DTC in anticipation of the Closing of the Transaction (the “DTC Position Report”), which will include the number of Eligible Shares for each DTC participant listed (the “DTC Participants”) and any additional information necessary to conduct a distribution of the Net Settlement Fund to Eligible Beneficial Holders, including contact information used to communicate with the appropriate representatives of each DTC Participant that held Eligible Shares.

Using that information, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Beneficial Holders who held their Eligible Shares through DTC Participants to be paid to the DTC Participants by paying each the Per-Share Recovery times its respective Closing Security Position,⁴ subject to payment suppression instructions with respect to Excluded Shares⁵ and any other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Beneficial Holder based on the number of Eligible Shares beneficially owned by such Eligible Beneficial Holder.

(b) With respect to Eligible Shares held of record other than by Cede, as nominee for DTC (a “Non-Cede Record Position”), the payment with respect to each such Non-Cede Record Position will be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Record Holder of each Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Non-Cede Record Position.

(c) A person or entity who purchased Eligible Shares of NGM but had not settled those shares at the Closing of the Transaction on April 5, 2024 (“Non-Settled Shares”), shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person or entity who sold those Non-Settled Shares before the closing of the Transaction on April 5, 2024, *shall not be* treated as an Eligible Class Member with respect to those Non-Settled Shares.

(d) 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), or if there is a remaining balance in the Net Settlement Fund for any other reason, such balance shall be redistributed to identifiable Class Members in accordance with the Plan of Allocation or, if Plaintiff’s Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Delaware Combined Campaign for Justice.

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

33. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Judgment”). Pursuant to the Judgment, all claims asserted against Defendants in the Action will be dismissed with prejudice and the following Releases will occur:

(i) **Release of Claims by Releasing Plaintiff Parties:** Upon the Effective Date, the Releasing Plaintiff Parties (defined below) shall thereupon be deemed to have fully, finally, and forever released, settled, and discharged the 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 Released Plaintiff’s Claims against any of the Released Defendant Parties.

(ii) **Release of Claims by Releasing Defendant Parties:** Upon the Effective Date, each of the Releasing Defendant Parties (as defined below) shall thereupon be deemed to 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, or prosecuting any of the Released Defendants’ Claims against any of the Released Plaintiff Parties.

⁴ For each DTC Participant, the “Closing Security Position” is the number of Eligible Shares held by such DTC Participant, as reflected on the DTC Position Report.

⁵ “Excluded Shares” are the shares of NGM common stock owned by the Excluded Persons as of the Closing of the Transaction.

“Released Defendant Parties” means (i) Defendants; (ii) NGM; (iii) the spouse and children of any Defendant who is a natural person; (iv) The Column Group’s and NGM’s past or present, direct or indirect affiliates, members, partners, partnerships, investment managers, advisors and funds, subsidiaries, parents, predecessors, and successors (collectively, “Affiliates”); (v) all past or present officers, directors, employees, associates, agents, advisors, members, partners, experts, financial or investment advisors, insurers, and attorneys (including Defendants’ Counsel) of Defendants, NGM, and their respective Affiliates; and (vi) the legal representatives, heirs, executors, administrators, predecessors, successors, transferees, and assigns of any of the foregoing.

“Released Defendants’ Claims” means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum, or proceeding, by the Releasing Defendant Parties, or any of their respective successors and assigns against any of the Released Plaintiff Parties, and any of their respective successors and assigns, that arise out of the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include Claims to enforce this Stipulation.

“Released Plaintiff’s Claims” means any and all Claims, including Unknown Claims, that the Releasing Plaintiff Parties (i) asserted in the Action or (ii) ever had, now have, or may have, directly, representatively, or derivatively, arising out of or relating to: (1) the Transaction, (2) any control or participation of any of the Released Defendant Parties with respect to the Transaction, (3) the Action, or (4) the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Complaint. The Released Plaintiff’s Claims shall not include claims to enforce this Stipulation.

“Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors, employees, agents, affiliates, insurers, partners, advisors, experts, and attorneys (including Plaintiff’s Counsel), or any of their respective successors and assigns.

“Releasing Defendant Parties” means Defendants and the Released Defendant Parties, on behalf of themselves and their successors and assigns.

“Releasing Plaintiff Parties” means Plaintiff, all other Class Members, and all Released Plaintiff Parties, on behalf of themselves and their successors and assigns.

“Unknown Claims” means any Released Plaintiff’s Claims that any Releasing Plaintiff Party does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Releasing Defendant Party does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, which, if known by him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Releasing Plaintiff Parties and the Releasing Defendant Parties shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Plaintiff and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

34. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Releasing Plaintiff Parties are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against any Released Defendant Party asserting any Released Plaintiff’s Claims pending final determination of whether the Settlement should be approved.

35. If the Settlement is approved and the Effective Date occurs, no Class Member will be able to bring another action asserting the Released Plaintiff’s Claims against any of the Released Defendant Parties on behalf of NGM or individually.

HOW WILL PLAINTIFF'S COUNSEL BE PAID?

36. Plaintiff's Counsel⁶ have not received any payment for their services in pursuing claims asserted in the Action, 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 attorneys' fees and litigation expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 20% of the Settlement Fund. In connection with Plaintiff's Counsel's Fee and Expense Application, Plaintiff may petition the Court for an incentive award not to exceed \$5,000.00 to be paid solely from the Fee and Expense Award (the "Incentive Award").

37. The Court will determine the amount of the Fee and Expense Award and any Incentive Award. Any Fee and Expense Award and Incentive Award will be paid out of the Settlement Fund. 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 ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

38. 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.

39. **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.ngmstockholderlitigationsettlement.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.ngmstockholderlitigationsettlement.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.ngmstockholderlitigationsettlement.com.

40. The Settlement Hearing will be held on October 21, 2025, at 3:15 p.m., before The Honorable Morgan T. Zurn, Vice Chancellor, at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (at the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for Settlement purposes; (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 Class Counsel for the Class; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and in their best interests, and should be approved by the Court; (iv) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants and granting the Releases provided under the Stipulation; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiff's Counsel for an award of attorneys' fees and expenses should be approved, including any Incentive Award to be paid solely from any Fee and Expense Award; (vii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiff's Counsel for an award of attorneys' fees and expenses; and (viii) consider any other matters that may properly be brought before the Court in connection with the Settlement.

41. Any Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award ("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before October 7, 2025**, such person: (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph 42 below, with the Register in

⁶ "Plaintiff's Counsel" means Heyman Enerio Gattuso & Hirzel LLP, Equity Litigation Group LLP, The Schall Law Firm, and all other legal counsel who, at the direction and under the supervision of Plaintiff's Counsel, performed services on behalf of the Class in the Action.

Chancery electronically through File & ServeXpress or by hand, by First-Class U.S. Mail, or by express service 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 Defendants' Counsel identified below; and (3) emails a copy of the written objection to anelson@hegh.law, jfleming@equitylitigation.com, mstachel@paulweiss.com, and agordon@paulweiss.com.

REGISTER IN CHANCERY
<p>Register in Chancery Court of Chancery of the State of Delaware, New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, DE 19801</p>
PLAINTIFF'S COUNSEL
<p>Aaron M. Nelson HEYMAN ENERIO GATTUSO & HIRZEL LLP 222 Delaware Avenue, Suite 900 Wilmington, DE 19801 (302) 472-7300 anelson@hegh.law</p>
DEFENDANTS' COUNSEL
<p>Matthew D. Stachel PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 1313 N. Market Street, Suite 806 Wilmington, DE 19801 (302) 655-4410 mstachel@paulweiss.com</p>

42. Any objections must: (i) identify the case name and civil action number, “*Bryant v. The Column Group, LP, et al.*, C.A. No. 2024-1314-MTZ;” (ii) state the name of the Objector (and, if the Objector is self-represented, his, her, or its address, and telephone number) and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector (if the Objector is self-represented) or the Objector’s counsel; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention; and (v) include documentary evidence sufficient to prove that the Objector is a member of the Class. If the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the Objector shall provide the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing.

43. 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.

44. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff’s Counsel’s Fee and Expense Application, including Plaintiff’s application for an Incentive Award (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff’s Counsel and Defendants’ Counsel through File & ServeXpress so that the notice is **received on or before October 14, 2025**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

45. 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 Defendants’ Counsel through File & ServeXpress so that the notice is **received on or before October 14, 2025**.

Questions? Call 1-800-431-9392, email info@ngmstockholderlitigationsettlement.com, or visit www.ngmstockholderlitigationsettlement.com.

46. 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, time, and location with Plaintiff's Counsel.

47. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, or Plaintiff's Counsel's Fee and Expense Application, including Plaintiff's application for an Incentive Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

48. 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 business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, www.ngmstockholderlitigationsettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at NGM Stockholder Litigation Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217; by telephone at 1-800-431-9392; or by email at info@ngmstockholderlitigationsettlement.com. You may also contact Plaintiff's Counsel: Joel A. Fleming, Equity Litigation Group LLP, 1 Washington Mall #1307, Boston, MA 02108, (617) 468-8602 (telephone), and jfleming@equitylitigation.com (email).

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

49. If you are a broker or other nominee that held shares of NGM common stock at the Closing of the Transaction on April 5, 2024, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to NGM Stockholder Litigation Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. 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.

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

Dated: August 22, 2025

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