

EXHIBIT D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ALPHA VENTURE CAPITAL
PARTNERS LP, CARACCIOLLO
FAMILY TRUST, GREGORY A.
GOULD, LAW OFFICES OF
KENNETH E. CHYTEN DEFINED
BENEFIT PENSION PLAN, GAVIN
MYERS, AND MARTIN PETERSON,
derivatively on behalf of CYTODYN
INC.,

Plaintiffs,

v.

NADER Z. POURHASSAN, SCOTT A.
KELLY, MICHAEL A. KLUMP,
JORDAN G. NAYDENOV, DAVID F.
WELCH, CRAIG S. EASTWOOD,
MICHAEL D. MULHOLLAND,
NITYA G. RAY, and BRENDAN RAE,

C.A. No. 2020-0307-PAF

Defendants,

-and-

CYTODYN INC., a Delaware
Corporation,

Nominal Defendant.

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a hearing was held before this Court on _____, 2021
pursuant to this Court's Scheduling Order with Respect to Notice and Settlement
Hearing, dated _____, 2021 (the "Scheduling Order"), and upon

a Stipulation and Agreement of Compromise, Settlement and Release dated January 27, 2021 (the “Stipulation”) setting forth the terms and conditions of a proposed settlement (the “Settlement”) of the above-captioned action (the “Action”). The Parties appeared by their attorneys of record. The Court heard and considered the submissions and evidence presented in support of the Settlement. The opportunity to be heard was given to all other Persons requesting to be heard in accordance with the Scheduling Order. The Court considered, among other matters, the benefits of the Settlement and the risks, complexity, expense, and probable duration of further litigation. The terms of the Settlement were heard and considered by the Court.

This Order and Final Judgment (“Judgment”) incorporates the Stipulation by reference and, unless otherwise defined, all capitalized terms shall have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS ORDERED, this _____ day of _____, 2021 that:

1. The Court finds the Settlement as set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of CytoDyn and its stockholders.
2. The Court finds that the Board of Directors for CytoDyn vested the SLC with plenary authority with respect to the Action, including the authority to settle the Action, that the SLC is independent and disinterested, that the SLC acted in good

faith, that the SLC's investigation was adequate, and that the SLC's decision to support the Settlement is reasonable.

3. This Court approves the Stipulation, and the Settlement reflected in it, in all respects; and the Parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Judgment.

4. The Notice of Pendency of Settlement of Action (the "Notice") has been given pursuant to and in the manner directed by the Scheduling Order, proof of dissemination of the Notice was filed with the Court, and full opportunity to be heard has been offered to all Parties, CytoDyn stockholders, and Persons in interest. The Court finds that the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process of law, and that all stockholders of CytoDyn are bound by this Judgment.

5. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Stipulation and this Judgment and over all parties to the Action, including Plaintiffs, Current CytoDyn Stockholders, and all Defendants, including Nominal Defendant CytoDyn.

6. This Action is dismissed with prejudice. As between CytoDyn and Defendants, the Parties are to bear their own costs, except as otherwise provided in the Stipulation and in this Judgment or ordered by the Court.

7. The terms of the Stipulation and of this Judgment shall be forever binding upon CytoDyn, Defendants and all CytoDyn stockholders as well as their successors and assigns.

8. Upon the Effective Date, CytoDyn, the CytoDyn Related Persons, and CytoDyn stockholders to the extent they are acting, or purporting to act, derivatively on behalf of CytoDyn shall, shall be deemed to have, and by operation of this Judgment shall have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims against the Defendants, Defendants' Related Persons, and any other current or former officer, director, or employee of CytoDyn.

9. Upon the Effective Date, Defendants and Defendants' Related Persons shall, shall be deemed to have, and by operation of this Judgment shall have fully, finally, and forever settled, released, discharged, and extinguished the Released Claims against CytoDyn, the CytoDyn Related Persons, the other Defendants, and the other Defendants' Related Persons.

10. Nothing in this Judgment shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

11. Neither the Stipulation, nor any of its terms or provisions, nor entry of this Judgment, nor any document or exhibit referred or attached to the Stipulation, nor any motion seeking approval of the Settlement contemplated by the Stipulation, nor any action taken to carry out the Stipulation: (a) is, may be construed as, or may be used by any Person as evidence of the factual or legal merit of any of the Released Claims or as an admission, in this Action or any other action or proceeding, whether civil, criminal, or administrative, that the Action had merit when filed or that it currently has merit; or (b) shall be interpreted as an admission of liability or wrongdoing on the part of the Defendants or Defendants' Related Persons.

12. The Defendants, Defendants' Related Persons, CytoDyn, CytoDyn Related Persons, or Plaintiffs may file the Stipulation, or any judgment or order of the Court related hereto, in any action that has been or may be brought against them, in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. If the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated and the Stipulation shall be terminated; ***provided, however,*** that the provisions of Paragraph 7.2 of the Stipulation shall remain in full force and effect. If the Effective Date does not occur, the releases contemplated in the Stipulation and this Judgment shall be null and void, and the Parties and the

Plaintiffs shall be restored to their litigation positions on the date immediately before the execution of the Stipulation.

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

15. There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Register in Chancery is instructed to immediately enter this final judgment in the Action.

16. No proceedings or Court order with respect to any award of fees or expenses to counsel for any Person shall in any way affect or disturb this Judgment (including precluding this Judgment from being treated as final for purposes of any appeal or otherwise being treated as entitled to preclusive effect), and any such proceeding or Court order shall be considered as separate from this Judgment.

17. Without affecting the finality of this Judgment in any way, the Court retains jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation and to consider any applications for fees or expenses, and all Parties submit to the jurisdiction of the Court for purposes of implementing, enforcing, and interpreting the Stipulation. Nothing herein dismisses

or releases any claim by or against any party to the Stipulation arising out of a breach of the Stipulation or violation of this Judgment.

Vice Chancellor Fioravanti