IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: February 13, 2026 at 10:00 a.m. (ET) **Objection Deadline: January 22, 2026 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF B. RILEY RESTRUCTURING SERVICES, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING PERRY M. MANDARINO AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing the Debtors to retain and employ B. Riley Restructuring Services, LLC ("B. Riley") to provide the Debtors with a Chief Restructuring Officer ("CRO"), and certain additional B. Riley personnel (the "Additional Staff"), effective as of the December 9, 2025 Petition Date (defined below) (b) designating Perry M. Mandarino as the Chief Restructuring Officer to the Debtors, and (c) granting related relief. In support of this motion (the "Motion"), the Debtors submit the declaration of Perry M. Mandarino (the "Mandarino Declaration"), attached hereto as **Exhibit B**, and respectfully state as follows:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); and Nine Square Therapeutics, Inc. (4503). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware entered February 29, 2012.

2. Pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code").

BACKGROUND

5. On December 9 and 15, 2025 and January 1, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 69.

6. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

7. A detailed description of the facts and circumstances of these Chapter 11 Cases is set forth in the declarations filed in support of the chapter 11 petitions and first day motions [Docket Nos. 18 & 25] (the "First Day Declarations").[2] The Debtors commenced these Chapter 11 Cases due to the failure of Rigmora Biotech Investor One LP, and Rigmora Biotech Investor Two LP (collectively, "Rigmora") to fulfill their contractual obligations, and their attempts to wind up Debtor ATP Life Science Ventures, L.P. (the "Partnership Debtor") and liquidate the portfolio companies. Through these Chapter 11 Cases, the Debtors seek to stabilize their business, and, under the Court's supervision, restructure the Partnership Debtor's capital structure.

QUALIFICATIONS OF B. RILEY AND MANDARINO

8. The Debtors are familiar with the professional standing and reputation of Mr. Mandarino and B. Riley. Based on the complexities associated with administering these Chapter 11 Cases and the estates, the Debtors have determined that they require the assistance of a chief restructuring officer with specialized experience in bankruptcy and financial advisory services.

9. Mr. Mandarino is the Head of Restructuring and a Senior Managing Director at B. Riley with approximately thirty-five (35) years of restructuring experience, most of which has involved corporate restructuring transactions. Mr. Mandarino was appointed as the CRO of the Debtors on December 9, 2025 and December 12, 2025, as applicable, after the Debtors determined that his retention was necessary, appropriate, and in the best interests of their estates due to his expertise and qualifications in performing the analyses required in these Chapter 11 Cases.

[2] Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Day Declarations, as applicable.

10. B. Riley is a leading, experienced full-service securities firm with extensive experience in bankruptcy, insolvency, forensic accounting/computing, litigation support, and commercial business advisory practices. B. Riley's consultants are seasoned restructuring advisors who provide clients with particularized experience in restructurings and turnarounds.

11. B. Riley's restructuring professionals, including Mr. Mandarino, have been actively involved in large chapter 11 cases and served as financial advisor and investment banker in numerous cases, including, among others: *CCA Construction, Inc.*, No. 24-22549 (CMG) (Bankr. D. N.J.); *ViewRay, Inc.*, No. 23-10935 (KBO) (Bankr. D. Del.); *Sorrento Thersputics, Inc.*, No. 23-90085 (CML) (Bankr. S.D. Tex.); *Core Scientific, Inc.*, No. 22-90341 (CML) (Bankr. S.D. Tex.); *A.B.C. Carpet Co., Inc.*, No. 21-11591 (DSJ) (Bankr. S.D.N.Y.); *Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D. N.J.); *Monotronics International, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex.); *Hoop Holdings, Inc., d/b/a The Disney Stores*, No. 08-10544 (BLS) (Bankr. D. Del.); *MIIX Group Holdings*, No. 04-13588 (MFW) (Bankr. D. Del.).

12. In selecting Mr. Mandarino and the resources provided by B. Riley, the Debtors recognized that they possess the necessary corporate acumen and experience with complex restructuring to direct these Chapter 11 Cases.

SCOPE OF SERVICES TO BE PROVIDED

13. Subject to approval by the Court, the Debtors seek to retain B. Riley to provide the Debtors with a CRO and Additional Staff as necessary, effective as of the Petition Date. Specifically, as set forth in the engagement agreement attached to the Mandarino Declaration as **Exhibit 3** (the "Engagement Agreement"), Mr. Mandarino, with the assistance of the Additional Staff, will perform the following professional services in these Chapter 11 Cases:

a. Oversee, advise, and recommend decisions to the Debtors with respect to strategy;

b. Provide weekly and other Cash Flow Forecasts;

c. Analyze and acquire DIP financing, including negotiation and documentation, if applicable;

d. Evaluate the Debtors' business plan and such other related forecasts as may be required in connection with the restructuring process or that are needed by the Debtors for other corporate purposes;

e. Assist the Debtors in preparing for and filing bankruptcy petitions, coordinating and providing administrative support for such proceedings as may be necessary, and developing with the Debtors and other retained professionals: (i) a disclosure statement and plan of reorganization, (ii) a liquidation analysis, (iii) statements of financial affairs and schedules of assets and liabilities, (iv) claims analyses, and (v) monthly operating reports and other regular reporting required by the Court;

f. Render testimony as requested from time to time regarding any matters to which B. Riley is providing services;

g. Review and analyze, from a financial perspective, the general business, operations, financial condition, and prospects of the Debtors;

h. Formulate and review with the Debtors a strategic plan involving a restructuring transaction and DIP financing or a combination thereof, including timelines and milestones;

i. Assist the Debtors in the preparation of the documentation required to support their plan of reorganization;

j. Assist the Debtors as requested with other schedules, analyses, and communications related to a restructuring transaction;

k. Participate under the Debtors direction and guidance in negotiations regarding a restructuring transaction with prospective stakeholders and interested parties; and

l. Assist the Debtors with such other mutually agreeable matters as may be requested.

PROFESSIONAL COMPENSATION

14. In accordance with the terms of the Engagement Agreement, as compensation for the services rendered by the CRO and the Additional Personnel, the Debtors shall pay B. Riley based on the time expended by B. Riley personnel according to the hourly rates set forth below:

a. Perry M. Mandarino, CRO: $1,050

b. Managing Director/Senior Managing Director: $1,000-$1,050

c. Vice President/Director: $750-$950

d. Analyst/Associate: $450-$650

e. Intern: $225

15. B. Riley will maintain detailed time records in quarter hour (.25) increments, and document actual and necessary costs and expenses incurred in connection with the services rendered. The hourly rates set forth above are set at a level designed to fairly compensate B. Riley, to cover fixed and routine overhead expenses, and are subject to periodic adjustments as set forth in the Engagement Agreement.

16. Beyond the rates listed above, the Debtors shall reimburse B. Riley for its reasonable out-of-pocket documented expenses incurred in connection with these Chapter 11 Cases, such as travel, meals and lodging, and delivery services.

17. In addition to the fees outlined above, the Engagement Agreement contemplates the following fees:

a. **Restructuring Transaction[3] Fee**

i. In the event that the Debtors consummate a Restructuring Transaction, a fee equal to $1,500,000 shall be payable to B. Riley upon the earlier of:

1. The completion of any Restructuring Transaction, including, without limitation, the confirmation and effectiveness of a plan of reorganization or liquidation under Chapter 11 or Chapter 7 of the Bankruptcy Code; or

2. The closing of any Restructuring Transaction.

b. **DIP Financing Fee**

i. Upon the consummation of each DIP Financing, B. Riley shall earn, and the Debtors shall pay immediately and directly from the gross proceeds of such DIP Financing, as a cost of such DIP Financing, a cash fee equal to one

[3] This term shall have the meaning ascribed to it in the Engagement Agreement.

percent (1%) of the gross proceeds of any such DIP Financing placed with a counterparty first introduced by B. Riley.

18. For the avoidance of doubt, B. Riley is not seeking approval of any Restructuring Transaction Fee, DIP Financing Fee, or any similar fees as part of this Motion. B. Riley, however, will seek approval of any such fees at a later time.

19. The fee structure is consistent with and typical of compensation arrangements entered into by B. Riley and other comparable firms in connection with the rendering of similar services under similar circumstances. The Debtors believe that the fee structure is in fact reasonable, market-based, and designed to fairly compensate B. Riley for its work and to cover necessary and reasonable expenses.

20. Prior to the Petition Dates, the Debtors paid an initial retainer to B. Riley in the amount of $250,000, due immediately upon the signing of the Engagement Agreement, to be earned upon B. Riley's receipt thereof in consideration of B. Riley accepting the engagement and to be applied against the final invoice, or refunded to the Debtors to the extent that such amount exceeds the final invoice.

21. Other than as set forth herein or in the Engagement Agreement, there is no proposed arrangement between the Debtors and B. Riley for compensation to be paid in these Chapter 11 Cases.

FEE AND REPORTING REQUIREMENTS

22. Upon Court approval of the relief requested herein, B. Riley will be retained and employed to provide the Debtors with additional services as necessary, and Mr. Mandarino will be designated as the CRO to the Debtors in these Chapter 11 Cases pursuant to section 363(b) of the Bankruptcy Code. Because B. Riley and Mr. Mandarino are not being employed as professionals under section 327 of the Bankruptcy Code, they will not be required to submit fee

applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, B. Riley will submit monthly invoices to the Debtors for payment. In addition, B. Riley will file with the Court and serve copies on: (a) the United States Trustee for the District of Delaware (the "U.S. Trustee"); (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the attorneys general in the states in which the Debtors conduct their business operations; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"), a report on compensation earned and expenses incurred on at least a quarterly basis (the "Quarterly Report"). Such compensation and expenses shall be subject to Court review in the event that an objection is filed. In addition, B. Riley will file with the Court and serve the U.S. Trustee with a report on staffing (the "Staffing Report") by the 20th of each month for the previous month, which report will include the: (a) monthly fee of Mr. Mandarino as the CRO; (b) names, hours worked, and requested compensation of the Additional Staff assisting the CRO in these Chapter 11 Cases for the month; and (c) a summary of reimbursable expenses incurred by B. Riley for the relevant period. The Staffing Report, B. Riley's staffing decisions, and all compensation identified in the Staffing Report shall be subject to the Court's review in the event that an objection is filed. B. Riley will file its first Staffing Report on February 20, 2026, for the period covering the Petition Date through and including January 31, 2026.

23. In seeking the retention and employment of B. Riley and Mr. Mandarino for services as the CRO in these Chapter 11 Cases, the Debtors submit that B. Riley's general restructuring experience and expertise, its knowledge of capital markets and its merger and acquisition capabilities, will inure benefit to the Debtors in pursuing DIP financing or a Restructuring Transaction, that the value to the Debtors of B. Riley's services derives substantially

from its expertise and experience and that accordingly, the structure and amount of the contingent fees is reasonable regardless of the number of hours expended by Mr. Mandarino and the Additional Staff in the performance of the services to be provide under the Engagement Agreement.

INDEMNIFICATION

24. The Debtors have agreed to indemnify and hold harmless B. Riley and its affiliates from and against all losses, claims, damages, and liabilities to third parties which are related to or result from the performance by B. Riley of the services contemplated in the Engagement Agreement.

25. The Debtors and B. Riley believe that the indemnification provisions contained in the Engagement Agreement (the "Indemnification Provisions") are customary and reasonable for restructuring and financial advisory services, both out-of-court and in chapter 11 cases and reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. Moreover, the terms and conditions of the Indemnification Provisions were negotiated by the Debtors and B. Riley at arm's-length and in good faith. Accordingly, as part of this Motion, the Debtors request that this Court approve the Indemnification Provisions, as set forth in the Engagement Letter and as expressly modified herein and in the Proposed Order.

DISINTERESTEDNESS

26. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Mandarino Declaration, B. Riley and Mr. Mandarino (i) have no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee; and (ii) do not hold any interest adverse to the Debtors' estates.

27. Although the Debtors submit that the retention of B. Riley and Mr. Mandarino is not governed by section 327 of the Bankruptcy Code, the Debtors attach the Mandarino Declaration which discloses, among other things, any relationship that B. Riley, Mr. Mandarino, or any other B. Riley personnel has with the Debtors, their significant creditors, or other significant parties in interest known to B. Riley and Mr. Mandarino. Based upon the Mandarino Declaration, the Debtors submit that B. Riley and Mr. Mandarino are "disinterested persons," as that term is defined by section 101(14) of the Bankruptcy Code.

28. If any new material facts or relationships are discovered or arise, B. Riley and Mr. Mandarino will provide the Court with a supplemental declaration.

RELIEF REQUESTED

29. The Debtors seek entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (a) approving the retention and employment of B. Riley to provide the Debtors with a CRO and certain Additional Staff, in each instance effective as of the Petition Date, (b) designating Mr. Mandarino as the Debtors' CRO, and (c) granting related relief.

BASIS FOR RELIEF

I. Retention and Employment of B. Riley to Provide Mr. Mandarino as the CRO is Permitted.

30. The Debtors seek approval of the retention and employment of B. Riley pursuant to section 363 of the Bankruptcy Code, effective as of the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions. *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

31. The Debtors' entry into the Engagement Agreement to retain B. Riley to provide Mr. Mandarino as the CRO and to provide financial advisory and restructuring related services, upon the terms set forth in the Engagement Agreement, this Motion, and the Proposed Order, would enable the Debtors to most efficiently administer these Chapter 11 Cases and preserve and maximize the value of the estates. Indeed, the Debtors require the assistance of qualified and experienced personnel to assist in these Chapter 11 Cases. Thus, the Debtors believe it would be in their best interests and in the best interests of their estates, creditors, and other parties in interest for the Court to grant the relief requested herein, with such relief being deemed effective as of the Petition Date.

32. The retention of B. Riley and its professionals is a sound exercise of the Debtors' business judgment. Mr. Mandarino has extensive experience as a senior officer and as an advisor for many troubled companies. The Debtors believe that B. Riley and Mr. Mandarino will provide services that benefit the Debtors' estates and creditors. In light of the foregoing, the Debtors believe that the relief requested in this Motion is appropriate, a sound exercise of the Debtors' business judgment, and is in the best interests of the Debtors and their estates and creditors.

33. This Court has routinely authorized the retention of officers under section 363 of the Bankruptcy Code. *See, e.g.*, *In re Dormify, Inc.*, No. 24-12634, D.I. 169 (Bankr. D. Del. Mar. 5, 2025); *In re Wynne Transp. Holdings, Inc.*, No 25-10027, D.I. 113 (Bankr. D. Del. Feb. 26, 2025); *In re KL Holdco LLC*, No. 24-12711, D.I. 111 (Bankr. D. Del. Deb. 13, 2025); *In re Mondee Holdings, Inc.*, No. 25-10047, D.I. 172 (Bankr. D. Del. Feb. 11, 2025); *In re Ideanomics, Inc.*, No. 24-12728, D.I. 124 (Bankr. D. Del. Jan. 8, 2025).

II. Relief Effective as of the Petition Date is Appropriate.

34. The Debtors' request that B. Riley's retention be made effective as of the Petition Date to allow B. Riley to be compensated for the work performed for the Debtors prior to the Court's consideration and approval of this Motion. Such relief is warranted by the circumstances presented in these Chapter 11 Cases. Due to the complexity and speed that have characterized these Chapter 11 Cases, the services of B. Riley and Mr. Mandarino were necessary prior to the approval of this Motion, and as such, the Debtors now seek approval of the relief requested herein effective as of the Petition Date. The Debtors believe that no party in interest will be prejudiced by the granting of B. Riley's retention and employment and provision of Mr. Mandarino as the CRO as of the Petition Date, as provided in this Motion, because they have provided and continue to provide valuable services to the Debtors' estates in the interim period.

35. Based upon the foregoing, the Debtors submit that the retention and employment of B. Riley, and the designation of Mr. Mandarino as the CRO on the terms set forth herein and in the Engagement Agreement, is permissible under section 363 of the Bankruptcy Code and is in the best interest of the Debtors' estates, creditors, and all other parties in interest.

NOTICE

36. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the attorneys general in the states in which the Debtors conduct their business operations; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

NO PRIOR REQUEST

37. No previous request for the relief sought in this Motion has been made to this or any other court.

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CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: January 8, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brett M. Haywood

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Brett M. Haywood (No. 6166)
Shannon A. Forshay (No. 7293)
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Proposed Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: February 13, 2026 at 10:00 a.m. (ET) **Objection Deadline: January 22, 2026 at 4:00 p.m. (ET)**

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF B. RILEY RESTRUCTURING SERVICES, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING PERRY M. MANDARINO AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of B. Riley Restructuring Services, LLC to Provide the Debtors with a Chief Restructuring Officer and Additional Staff Effective as of the Petition Date; (II) Designating Perry M. Mandarino as the Chief Restructuring Officer to the Debtors; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **January 22, 2026 at**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); and Nine Square Therapeutics, Inc. (4503). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

4:00 p.m. (ET) (the "Objection Deadline"), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801 on **February 13, 2026 at 10:00 a.m. (ET).**

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RETENTION AND RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: January 8, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brett M. Haywood

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Re: Docket No.

ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF B. RILEY RESTRUCTURING SERVICES, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING PERRY M. MANDARINO AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") for authorization to retain and employ B. Riley Restructuring Services, LLC ("B. Riley") to provide the Debtors with Perry M. Mandarino as the Chief Restructuring Officer (the "CRO") and certain Additional Staff to assist the CRO, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, effective as of the December 9, 2025 Petition Date, on the terms set forth in the Engagement Agreement, attached to the Motion as Exhibit 3, all as more fully set forth in the Motion; and upon the Mandarino Declaration; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); and Nine Square Therapeutics, Inc. (4503). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the United States District Court for the District of Delaware, dated February 29, 2012; and the Debtors having consented to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on it were appropriate under the circumstances and that no other notice be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief requested therein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. The terms of the Engagement Agreement, including without limitation, the compensation provisions and the indemnification provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved.

3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ B. Riley to provide the Debtors with Mr. Mandarino as the CRO and certain Additional Staff to assist the CRO, effective as of the December 9, 2025 Petition Date, on the terms set forth in the Engagement Agreement, subject to the following provisions:

   i. Mr. Mandarino, B. Riley and their affiliates shall not act in any other capacity (for example, as financial advisor, claims agent, investor/acquirer) in connection with these Chapter 11 Cases.

ii. In the event the Debtors seek to have Mr. Mandarino or B. Riley personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either: (i) modifying the functions of B. Riley; (ii) adding new executive officers; or (iii) altering or expanding the scope of the engagement, a motion to modify Mr. Mandarino's and B. Riley's retention shall be filed.

iii. Mr. Mandarino and B. Riley shall file with the Court, with copies to the Notice Parties, a report of staffing on the engagement by the of each month for the previous month. Such report shall include (i) the monthly fee of Mr. Mandarino as the CRO, (ii) the names, hours worked, and requested compensation of the Additional Staff assisting the CRO and the Debtors in these Chapter 11 Cases for the month, and (iii) a summary of reimbursable expenses incurred by the CRO and B. Riley personnel for the relevant period. The time records shall (i) be appended to such reports; (ii) contain detailed time entries describing the task(s) performed; and (iii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege). Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in quarter hour (0.25) increments and the correspondence charge for each task. The Notice Parties shall have 21 days after the date each Staffing Report is served on the Notice Parties to object to such Staffing Report. In the event an objection is raised and not consensually resolved between the Debtors and the objecting party, the objected to portion of the Staffing Report shall be subject to review by the Court. No payments shall be made to B. Riley on account of the objected portion of such staffing report until such objection is resolved.

iv. Notwithstanding anything to the contrary contained in the Motion, Engagement Agreement, or any exhibits related thereto, during the course of the Chapter 11 Cases, B. Riley will only seek reimbursement of actual and necessary expenses itemized in the monthly Staffing Report.

v. Subject to the Notice Parties' rights to object as set forth in paragraph (iii) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Mr. Mandarino and B. Riley for fees and expenses incurred in connection with their retention.

vi. No principal, employee, or independent contractor of Mr. Mandarino or B. Riley and their affiliates shall serve as a director of the Debtors during the pendency of these Chapter 11 Cases.

vii. For a period of three years after the conclusion of the engagement, neither Mr. Mandarino, B. Riley, nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors.

viii. Mr. Mandarino and B. Riley shall disclose any and all facts that may have a bearing on whether Mr. Mandarino, B. Riley, their affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. The obligation to disclose as set forth in this paragraph shall be a continuing obligation.

ix. The Debtors are permitted to indemnify those persons serving as executive officers, including Mr. Mandarino, on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies and all other relevant active insurance policies carried by the Debtors.

x. There shall be no other indemnification of B. Riley or its affiliates.

4. Notwithstanding anything to the contrary in the Motion or Engagement Agreement, any success fees, transaction fees, or other back-end fees requested by B. Riley are not preapproved and, if sought, will be submitted to this Court for approval.

5. To the extent there is inconsistency between the terms of the Engagement Agreement, the Motion, and this Order, the terms of this Order shall govern.

6. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

7. The Debtors, B. Riley, and Mr. Mandarino are authorized and empowered to take all steps necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Declaration of Perry M. Mandarino

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)

DECLARATION OF PERRY M. MANDARINO IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF B. RILEY RESTRUCTURING SERVICES, LLC TO PROVIDE THE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND ADDITIONAL STAFF EFFECTIVE AS OF THE PETITION DATE; (II) DESIGNATING PERRY M. MANDARINO AS THE CHIEF RESTRUCTURING OFFICER TO THE DEBTORS; AND (III) GRANTING RELATED RELIEF

I, Perry M. Mandarino ("Mandarino"), hereby declare as follows:

1. I am Head of Restructuring and a Senior Managing Director at B. Riley Restructuring Services, LLC ("B. Riley"), resident in its office located at 299 Park Avenue, New York, NY 10171. I was appointed as Chief Restructuring Officer ("CRO") of the Debtors on December 9, 2025 and December 12, 2025, as applicable.

2. Unless otherwise indicated herein, the facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

Qualifications

3. I have approximately thirty-five years of restructuring experience, most of which has involved corporate restructuring transactions. Prior to B. Riley, I was a Partner and Leader of

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); and Nine Square Therapeutics, Inc. (4503). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

the Business Recovery Services Practice at PricewaterhouseCoopers LLC, a financial advisory and accounting firm with numerous offices throughout the country. Before then, I was Senior Managing Director at Traxi LLC beginning in April 2002. Prior to April 2002, I was a partner at Arthur Andersen LLP. I received a Bachelor of Science in Accounting form Seton Hall University in 1987. Throughout my career I have advised hundreds of debtors, lenders and other stakeholders on numerous restructuring transactions in complex chapter 11 cases. I have served as a Chief Restructuring Officer in large chapter 11 cases, and served as financial advisor and investment banker in numerous cases, including many in the District of Delaware. *See CCA Construction, Inc.*, No. 24-22549 (CMG) (Bankr. D. N.J.); *ViewRay, Inc.*, No. 23-10935 (KBO) (Bankr. D. Del.); *Sorrento Thersputics, Inc.*, No. 23-90085 (CML) (Bankr. S.D. Tex.); *Core Scientific, Inc.*, No. 22-90341 (CML) (Bankr. S.D. Tex.); *A.B.C. Carpet Co., Inc.*, No. 21-11591 (DSJ) (Bankr. S.D.N.Y.); *Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D. N.J.); *Monotronics International, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex.); *Hoop Holdings, Inc., d/b/a The Disney Stores*, No. 08-10544 (BLS) (Bankr. D. Del.), *MIIX Group Holdings*, No. 04-13588 (MFW) (Bankr. D. Del.). I have also been involved in the management of certain principal positions for affiliates of B. Riley Financial, Inc. (NASDAQ:RILY).

4. B. Riley is a leading, experienced full-service securities firm with extensive experience in bankruptcy, insolvency, forensic accounting/computing, litigation support, and commercial business advisory practices. B. Riley's consultants are seasoned restructuring advisors who provide clients with particularized experience in restructurings and turnarounds.

5. As a result of conversations with the Debtors and counsel, B. Riley has become and will continue to become familiar with the Debtors' business and is well-suited to provide the services described below.

Services to be Provided

6. Subject to entry of the Proposed Order, I will serve as the CRO of the Debtors. I have agreed that myself and B. Riley will assist the Debtors in evaluating and implementing strategic and tactical options. My rates and other related information are set forth below.

7. The Debtors have requested that the CRO and Additional Staff provide the following professional services in connection with these Chapter 11 Cases:

i. Oversee, advise, and recommend decisions to the Debtors with respect to strategy;

ii. Provide weekly and other Cash Flow Forecasts;

iii. Analyze and acquire DIP financing, including negotiation and documentation, if applicable;

iv. Evaluate the Debtors' business plan and such other related forecasts as may be required in connection with the restructuring process or that are needed by the Debtors for other corporate purposes;

v. Assist the Debtors in preparing for and filing bankruptcy petitions, coordinating and providing administrative support for such proceedings as may be necessary, and developing with the Debtors and other retained professionals: (i) a disclosure statement and plan of reorganization, (ii) a liquidation analysis, (iii) statements of financial affairs and schedules of assets and liabilities, (iv) claims analyses, and (v) monthly operating reports and other regular reporting required by the Court;

vi. Render testimony as requested from time to time regarding any matters to which B. Riley is providing services;

vii. Review and analyze, from a financial perspective, the general business, operations, financial condition, and prospects of the Debtors;

viii. Formulate and review with the Debtors a strategic plan involving a restructuring transaction and DIP financing or a combination thereof, including timelines and milestones;

ix. Assist the Debtors in the preparation of the documentation required to support their plan of reorganization;

x. Assist the Debtors as requested with other schedules, analyses, and communications related to a restructuring transaction;

xi. Participate under the Debtors direction and guidance in negotiations regarding a restructuring transaction with prospective stakeholders and interested parties; and

xii. Assist the Debtors with such other mutually agreeable matters as may be requested.

8. The Debtors require my professional services and expertise to assist the Debtors in the administration of these Chapter 11 Cases and their efforts to implement a restructuring transaction. I will coordinate with the Debtors' other professionals to avoid the unnecessary duplication of services.

Compensation

9. For the services rendered by myself and the Additional Staff, the Debtors will pay hourly fees ranging from $225 to $1,050, depending on the personnel assigned to the particular task. B. Riley's hourly fees will be based on the hours actually expended multiplied by their applicable hourly billing rates for this engagement. The Debtors shall pay B. Riley in cash based on the time expended by B. Riley personnel according to the hourly rates set forth below:

i. Perry M. Mandarino, CRO: $1,050

ii. Managing Director/Senior Managing Director: $1,000-$1,050

iii. Vice President/Director: $750-$950

iv. Analyst/Associate: $450-$650

v. Intern: $225

10. B. Riley will be reimbursed for all reasonable out-of-pocket expenses incurred in connection with these Chapter 11 Cases including, but not limited to, travel, lodging, meals, reasonable attorneys' fees, postage, long-distance telephone, facsimile charges, rental cars, photocopying, as well as other attendant costs that B. Riley may reasonably incur.

11. In addition to the fees outlined above, the Debtor shall pay B. Riley the following transaction fees subject to approval by the Court:

i. **Restructuring Transaction Fee** - In the event that the Debtors consummate a Restructuring Transaction, a fee equal to $1,500,000 shall be payable to B. Riley upon the earlier of:

(a) The completion of any Restructuring Transaction, including, without limitation, the confirmation and effectiveness of a plan of reorganization or liquidation under Chapter 11 or Chapter 7 of the Bankruptcy Code; or

(b) The closing of any Restructuring Transaction.

ii. **DIP Financing Fee** - Upon the consummation of each DIP Financing, B. Riley shall earn, and the Debtors shall pay immediately and directly from the gross proceeds of such DIP Financing, as a cost of such DIP Financing, a cash fee equal to one percent (1%) of the gross proceeds of any such DIP Financing placed with a counterparty first introduced by B. Riley.

12. For the avoidance of doubt, B. Riley is not seeking approval of any Restructuring Transaction Fee, DIP Financing Fee, or any similar fees as part of this Motion. B. Riley, however, will seek approval of any such fees at a later time.

13. The fee structure is consistent with and typical of compensation arrangements entered into by B. Riley and other comparable firms in connection with the rendering of similar services under similar circumstances. I believe that the fee structure is in fact reasonable, market-based, and designed to fairly compensation B. Riley for its work and to cover necessary and reasonable expenses.

14. Prior to the Petition Dates, the Debtors paid a retainer to B. Riley in the amount of $250,000.00 (the "Retainer"). B. Riley incurred zero fees before the Petition Date. This was the only payment made on behalf of the Debtors to B. Riley during the ninety (90) day period prior to the Petition Date. B. Riley intends to keep the amount of the Retainer throughout these Chapter

11 Cases as security for payment of its fees and expenses and applied after approval by the Bankruptcy Court.

15. Other than as set forth herein or in the Engagement Agreement, there is no proposed arrangement between the Debtors and B. Riley for compensation to be paid in these Chapter 11 Cases.

Disinterestedness

16. B. Riley caused to be submitted for review by its conflicts system the names of all known potential parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), a list of whom are attached hereto as **Exhibit 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, significant equity holders, the Debtors' current and former directors and officers, top thirty (30) unsecured creditors, vendors, and other parties. The results of the conflict check were compiled and reviewed by B. Riley professionals under my supervision. Based on this review, B. Riley is not aware of any connection to disclose as part of the retention application other than as described below.[2] Should B. Riley discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, B. Riley will use reasonable efforts to promptly file a supplemental declaration.

17. In addition, to the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither B. Riley, nor any of its

[2] B. Riley and its subsidiaries and affiliates have certain connections with creditors and other parties in interest in these Chapter 11 Cases. A list of whom are attached hereto as **Exhibit 2**. All of these matters, however, are unrelated to these Chapter 11 Cases. From time to time, B. Riley or its affiliates, have engaged, or currently engage, the professional services of Quinn Emanuel Urquhart & Sullivan LLP, Walkers Global, CBIZ Advisor, and BDO, USA, LLP. B. Riley and its affiliate have a banking relationship with Banc of California and JP Morgan Chase Bank, N.A.

professionals, has any materially adverse connection to the Debtors' estates with respect to any matter upon which B. Riley personnel is to be engaged.

18. B. Riley has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, B. Riley and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' Chapter 11 Cases. B. Riley may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

19. To the best of my knowledge, neither B. Riley nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which B. Riley is to be engaged. Based on the foregoing, I believe that B. Riley is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

20. As of the date of B. Riley's engagement, B. Riley does not hold any claim against the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed this 8th day of January 2026.

/s/ Perry M. Mandarino
Perry M. Mandarino
Chief Restructuring Officer

EXHIBIT 1

List of Potential Parties in Interest

Debtors
Apple Tree Life Sciences, Inc.
ATP Life Science Ventures, L.P.
ATP III GP, Ltd.
Apertor Pharmaceuticals, Inc.
Evercrisp Biosciences, Inc.
Initial Therapeutics, Inc.
Marlinspike Therapeutics, Inc.
Nine Square Therapeutics, Inc.
Red Queen Therapeutics, Inc.

Banks
Banc of California
Citizens Bank
Eastern Bank
JP Morgan Chase Bank, N.A.
Western Alliance Bank

Vendors
AAAS
BioCentury, Inc.
Boston Globe Life Science Media
Canon
Digital Science & Research Solutions, Inc.
DirectUS
Integration Appliance, Inc.
Petra
Prendio LLC
Private Plane Expenses

Consultants
Andrew Bayliffe
CBIZ Advisors, LLC
Grant Thornton LLP
Hughes and Hughes Bookkeeping
Newfront Consulting
Ollie Yuav

Contract Counterparties
1Password
American Copy Machines
BCL Search
Citeline
Directus Cloud
EndPointsNews
Evaluate Ltd.
Guidepoint Global, LLC
Insperity
Intapp
Massachusetts Medical Society
New England Journal of Medicine
Nextiva
Palmier Services Ltd.
Peta Funds Group
Science AAAS
Sentient Jet
Springer Nature
Rockefeller University Press Journal of Experimental Medicine
The New York Times

Lessors
Contemporary Information Company
RXR HB Owner, LLC
230 Park Avenue Holdco, LLC

Utilities
8x8
Spectrum
Verizon

Insurance Providers
Coalition Insurance Solutions, Inc.
Continental Casualty Company
Federal Insurance Company
Houston Casualty Company
National Union Fire Insurance Company of Pittsburgh, Pa
Travelers Excess and Surplus Lines Company
Westfield Insurance Company

Bankruptcy Judges, Court Staff, and Clerk of Court for the District of Delaware
Chief Judge Karen B. Owens

Judge John. T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Brenden L. Shannon
Judge Laurie Selber Silverstein
Judge Kate J. Stickles
Judge Mary F. Walrath
Al Lugano
Amanda Hrycak
Cacia Batts
Claire Brady
Danielle Gadson
Demitra Yeager
Jill Walker
Laura Haney
Laurie Capp
Lora Johnson
Marquietta Lopez
Nickita Barksdale
Nikki Washington
Paula Subda
Rachel Bello
Stephen L. Grant
Xavier Hunt

Staff of the Office of the United States Trustee, Region 3
Andrew R. Vara
Benjemin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathen Lipshie
Jonathen Nyaku
Joesph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Micheal Panacio
Nyanquioi Jnoes
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

Board Members
Seth Harrison
Margaret Bigelow

Debtors' Professionals
B. Riley Restructuring Services, LLC
Murphy & King
Potter Anderson & Corroon LLP
Quinn Emanuel Urquhart & Sullivan, LLP
Verita
Walkers Global

Portfolio Companies (aka non-debtor affiliates)
Aethon Therapeutics
Ascidian Therapeutics (fka Pulsar Bio Therapeutics)
Aulos Bioscience
Braeburn
Deep Apple Therapeutics
Galvaniz Therapeutics
Marengo Therapeutics
Nereid Therapeutics
Replicate Bioscience

Apple Tree Life Sciences, Inc.; ATP Life Science Ventures, L.P.; and ATP III GP, Ltd. Top 20 Unsecured Creditors
Belay Solutions, LLC
CBIZ, Inc.
Chelsea Technologies LLC
Cogent Communications, LLC
Echelon Fine Printing
Maples Group
Mark Mitchnick
Pluris Valuation Advisors, LLC

RXR HB Owner LLC
The Agency Worldwide
The Regents of the University of California Berkeley
Wilson Sonsini Goodrich & Rosati, P.C.

ATP Life Science Ventures, L.P. Equity Holders

230 Park Avenue, Suite 2800, New York, New York 10169
Aaron Kantoff
Anna Batarina
Danjie (Eva) Zhou
David McIntyre
Hamade Family Trust (dated 6/18/2003)
Jonathan Waldstreicher
Julie A. Gionfriddo
Les Pommes LLC c/o/ Apple Tree Ventures Management LLC
Marie-Therese Afif
Paul Eisenberg
Rigmora Biotech Investor One LP
Rigmora Biotech Investor Two LP
Rob Armstrong
Sally Jacob
Samuel Hall
Seth L. Harrison
Stephen G. Dance
The Lauren A. Farrell Trust (dated 5/18/2018)
William Engels

ATP III GP, Ltd. Equity Holder

Seth L. Harrison, MD

Red Queen Therapeutics, Inc. Top 20 Unsecured Creditors

Altasciences Company Inc.
Dechert LLP
Omega Systems Consultants
Omnicia, Inc.
Pace Analytical Life Sciences, LLC
Prendio LLC
Sarah Recchio
Wilson Sonsini Goodrich & Rosati, P.C.

Red Queen Therapeutics, Inc. Equity Holders

Dana-Farber Cancer Institute, Inc.
Gregory Bird
Henry Herce
Loren Walensky
Marilynn Bersoff
Mark Mitchnick
Namrata Turaga
Paul Da Silva Jardine
Paul Eisenberg
Ravneesh Sachdev
Spiros Liras

Red Queen Therapeutics, Inc., Creditors

1Life Healthcare Inc.
9375-3408 Quebec Inc.
ADP, Inc
Amnet Systems LLC
Apple Tree Life Sciences, Inc.
Aptar Congers
Arthur J. Gallagher Risk Management Services, Inc.
Aruna K. Subramanian
Ascidian Therapeutics, Inc.
ATP Research and Development, Inc.
Bachem Americas, Inc.
Bay Valuation Advisors, LLC
BDO USA, LLP
Bend Financial, Inc.
Bill.com
Blue Cross Blue Shield
Boston Industries, Inc.
Brex
Browne Consulting Group
Cambridge Biolabs
Cambridge Trust
Cameron Wolfe
CD Chunn & Associates, Inc.
Charles River Laboratories, Inc.
Chien-Te Kent Tseng
Colorado State University
CPC Scientific, Inc.
Creative Biolabs Inc.
Credit Card Misc.
CT Corporation

Custom NMR Services, Inc.
Cytel Inc
Davey Smith
Delaware Secretary of State
Digital Insurance LLC
DocuSign, Inc.
Ea Spry Co. Inc.
eCtd Publishing LLC
Eric Smith
Eurofins Panlabs Discovery Services Taiwan, Ltd.
Eurofins Panlabs Inc
Eva Garland Consulting
EyeMed
Fragomen, Del Ray, Bernsen & Loewy, LLP
Franchise Tax Board
Gyros Protein Technologies
Halloran Consulting Group
Hansol Jang
Human Predictions LLC
ImQuest BioSciences
InCSD, LLC
Integral Molecular, Inc.
Intuit
IVEK Corporation
Janet Nokleby
John George McHutchison
JTR & Associates, LLC
K P'Das Bio-Consulting
KOC Consulting, LLC
Kyinno Biotechnology Co., Ltd.
Larry Smith
Latham BioPharm Group
LinkedIn Corporation
Loxley LLC
Lytica Therapeutics, Inc.
M3 USA Corporation
MED Regulatory & Toxicology Consulting, LLC
Medizinische UniversitÃt Innsbruck
Meeting Protocol Worldwide LP
Meeting Protocol Worldwide LP-1
Microbiologics
NAGASE Specialty Materials NA LLC
Nanopharm Ltd.
Nanopharm Ltd. – USD
Next Breath
Organix
Peak Scientific Inc.
Pentagram Design Inc.
PPD Development, LP
ProPharma Group LLC
Protein Technologies, Inc.
Prudence Ciardullo
PurePEG, LLC
Quality Compliance Partners, Inc.
Raphael J. Landovitz
Retrovirox Inc.
RG Supply Chain Consulting Inc
Ron Moss
Shelterpoint
Shyam Kottilil
Sigmovir Biosystems Inc.
Sino Biological US Inc.
Solium Capital LLC
Southern Research Institute
Spences Services LLC
Sterling Corporation
Sun Life
The Agency Worldwide
The Catalytic Agency, LLC
Tremaine DMPK Consulting, LLC
True North Biopharm LLC
TS Pharma Experts LLC
Tufts Biolabs
University of Tennessee Health Science Center
Uppsala Monitoring Centre
Utah State University, Institute for Antiviral Research
V4Scientific
Vascumab LLC
Vectura Ltd.
ViraTree LLC
Vivitide
Waters Technologies Corporation
WilliamsMarston LLC
World Courier Inc
World Customs Brokerage Inc
WuXi AppTec (HongKong) Limited
YIN HTWE
Zahra Fathi

Initial Therapeutics, Inc. Top 20 Unsecured Creditors

Airgas USA, LLC
Armanino Advisory LLC
BDO USA LLP
CAS Chemical Abstract Services, Inc.
Curia Global, Inc.
Diamond Age Data Science LLC
Fisher Scientific Company, LLC
Forkable
Formulatrix LLC
Life Technologies Corporation
Mettler-Toledo Rainin, LLC
NexusCW Inc
Pegasus Purchaser, Inc.
Pharmaron, Inc.
Promega Corporation
ProteinSimple Checking BIN #39
Stemcell Technologies Inc
Tecan U.S. Inc
VWR International, LLC
Wilson Sonsini Goodrich & Rosati, P.C.

Initial Therapeutics, Inc. Equity Holders

Alexander McCampbell
Brain Paegel
Brooke Olsen Blair
Danielle Carino
Fred Ward
Ilsa Kirby
James H. Doudna Cate
James and Jennifer Doudna Cate Living Trust (dated 1/2/2014)
Kevan Shokat
Kevan M. Shokat and Deborah Kamali, as trustees of the Shokat-Kamali Living Trust (dated 5/11/2012)
Margot Paulick
Mariwil Wong
Matthew Jacobson
Micheal Ehlers
Mohan Sivaraja
Mohit Trikha
Neena Kadaba
Peiwen Yu
Peter DiLaura
Phil Patten
Rachel Green
Rajesh Chopra
Sarah Smith
Spiros Liras
Stephanie Maiocco
Xiaoyue (April) Chen

Initial Therapeutics, Inc., Creditors

1Life Healthcare, Inc.
201 Spear Street
AA BLOCKS, LLC
AABC Testing & Certification
AACR
ABBEXA
Abcam, inc.
AC Hotel
AC Lab Instruments
Ace Parking
Acrotien ChemBio Inc
ACTenviro
Adobe
ADP
Agilent Technologies, Inc.
AIR-TITE Products Co., Inc.
AK Scientific, Inc.
Alaska Airlines
Alex’s Mobile Notary Public Services
Alithea Genomics SA
Allucent US LLC
Alpha Teknova, Inc.
Amami San
Amaresh Keleta
Amazon
Amazon Business Prime
Amazon Capital Services, Inc.
Amazon Web Services
Ambeed, Inc.
American Association for Cancer Research
American Chemical Society
American Type Culture
American Type Culture Collection
Amith Vikram Rangarajan
Amoura Resturant
Ampersandpeople inc

Anecdote
Anirban Datta
Ann MacLaren
Antibodies Inc.
AnytimeLabTrader, LLC
Aon Consulting, Inc. (NJ)
Apconix Ltd.
Apertor Pharmaceuticals Inc.
Apexbio Technology LLC
Apicells Inc.
Are Café Resturant
Arthur Dean Olson (Dean Olson Patent Consulting)
Arthur J. Gallagher Risk Management Services, Inc.
Asana
ASCO
AstaTech Inc.
Astrill VPN
ATCC
ATP Research and Development, Inc.
Atum
Aurigene Pharmaceutical Services, Ltd.
Avanan
Aviva Systems Biology
Axis Enterprises Inc.
Axis Promotions
Azenta US, Inc.
Backhaus
BambooHR
Baskin-Robbins
Bay Valuation Advisors
Bayshore Safety & Industrial Supplies
BCBS
Beckman Coulter, Inc.
Becton, Dickinson & Co.
Bend Financial
Biocom California
BioDuro LLC
BioIVT
BioLegend
BioProcedure
Bio-Rad Laboratories, Inc.
Biospace
Biotage, LLC
Biotech Equipment Sales, Inc.
Bio-Techne Sales Corporation
Bliss Pops
Blossom Flower Deliver
Blue Bottle Coffee
BMG LABTECH, Inc.
Bordelon Marine
Boster Biological Technology
Box, Inc.
BPS Bioscience Technology
Brady Worldwide Inc
Brex Card – Expensify Linked
Brian Benjamin Tuch
Bridge Bank
Broken Yolk Café
Bronwyn Sanders
Browne Consulting Group
BUTCHER'S CUT
Cable 55
Caffe Central
Caffe Centro
California Chamber of Commerce
California Franchise Tax Board
California Pizza Kitchen
Cambridge Healthtech Institute
Cancer Research Institute
CC My Admin LLC
CDW LLC
Celine Calalang
Cell Culture Company
Cell Signaling Technology, Inc.
Certara USA, Inc.
Certified GeneTool, Inc.
Champions Oncology, Inc.
Charles Kreider (Kreider Consulting)
Charles River Laboratories
Chase Luck Bakery
Checkr
ChemAxon
ChemExplorer Company LTD
Chemglass Life Sciences
Chemical Computing Group
Chemrus Inc.
Che,scene Limited Liability Company
Chemtos LLC
Chico Marx
Chipotle Online

Christine Matthews (now Digital Insurance)
Christos Tzitzilonis
Chwen Cheng Chen
Cintas Corporation (AZ)
City of Burlingame
City of Sm Pw Parking
City of South San Francisco
City of Ssf Permit Dept
Clarke Consulting
Clarke S1 Sirn
Clipper
CLSA
CAN
Collaborative Drug Discovery, Inc.
Combi-Blocks Inc.
Computer Care
Copyright Clearance Center
Corovan Moving & Storage Co.
Costco
Creative Biogene, Inc.
Creative Biolabs, Inc.
Credit Card Misc.
Crossmint Pending
Crown Bioscience Netherlands BV
Crown Bioscience, Inc.
Crown Worldwide Moving and Storage, LLC
CSC
CSC Leasing CO
Cshl Meetings & Courses
CT Corporation
Culligan
Culligan Water
Curia Bio Inc. (dba Lake Pharma)
Cursor
CVS Pharmacy
Daicel Chiral Technologies
Danae Inc.
Daniel W Pierce
Data Kable Technology Inc
Dataworks Development Inc
DC3 Therapeutics, LLC
De Novo Software
Dead Eye Coffee Bar
Dean W. Felsher
Deep Apple Therapeutics, Inc.
Delaware State
DeNoix Inc
DHL
Diaago LLC
Dice Molecules SV, inc.
Divisadero Florist
DocuSign
Dojindo Molecular Technologies, Inc.
Dollar Tree
Donald Schmidt Jr.
DoorDash
Dorothy Rachel Green
Dotmatics, LLC
Dragonfly Design Group
Drug Design Group
Easy Learning Incubator LLC
EasyLlama
Eataly
eBay
EDITCO BIO INC.
Edward M. Driggers
Eirna Bio Ltd
Embassy Suites by Hilton
EMD Millipore Corporation
Emily Lin Karbarz
eMolecules, Inc.
Enamine US Inc.
Endpoints
Envoy
Eppendorf North America Inc.
Esposto’s Catering
Esquire
Esraa Mohamed
Etsy
Eurofins Cerep SA
EUROFINS DISCOVEREX CORP
Eurofins Panlabs Inc.
EventCreate
Express Parking
Extra Space Storage
EyeMed
ezCater
Ezcater Ruse Woodfire
Farley’s
FedEx
FlowJo LLC

Fragomen, Del Ray, Bensen, & Loewy, LLP
Frontage Laboratories, Inc.
Frontier Scientific Services Inc.
Fuchunju
FUJIFILM Wako Chemicals U.S.A. Corporation
G&P Biosciences LLC
Galen Laboratory Supplies LLC
GarboBio Inc. (AcceGen)
Gary F. Musso
Gaslamp
GeneCopoeia, Inc.
Genesee Scientific Corporation
GenScript USA, Inc.
Gifford Bioscience Ltd
Github
GlobalData
GoDaddy
Gordon Rees Scully Mansukhani, LLP
Grainger Industrial Supply
Grant Park Bistro
GraphPad
Greenhouse Software, inc.
GroupGreeting
GS Pharma Solutions, LLC
Hamamatsu Corporation
Headline Pa
Herb N' Kitchen
High Flying Foods
Hilton Hotels
HL Peninsula
HoneyBaked Ham
Horizon Discovery Biosciences Ltd
Hyatt
Ichika Sushi House
IKA-WORKS, Inc.
IKEA
Il Fornaio
Illumina, Inc.
Impark
India Quality Restaurant
Indian Clay Pot
Instacart
Integra Biosciences Corporation
Integrated DNA Technologies, Inc.
Integrative Drug Discovery ULC
Intuit
Invested Digital Group, Inc.
IQ Proteomics, LLC
Jack in the Box
Jackie McGrath Inc.
Jeff Hsu
Jena Bioscience GmbH
Jennifer Rocnik
Jessamyn Wead
Jetbrains Americas, Inc.
Jim Li
JMP Group Inc.
John Hood
Jonathan R Wong dba Enigma Search Solutions LLC
Joesph M. Llovet
Joesph Fan
Julius Khoo, Consultant
K.F. Howell Electric, Inc.
Kai Fa Qu Xi Lai Deng Jiu
Kenneth B. Wlasichuk
Kim F. McClure (Kb Pharma Consulting, LLC)
Klein Hersh International
Kristina Leandra Harter
Kristine Anne Gordon
Laurie L. LeDoux
LAZ Parking
Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH
Lenovo Group
Letterman Digital Arts
LifeSpan Biosciences, Inc.
Lonza Walkersville, Inc.
Lowe's
Lucid Software
Luke's Lobster
Marriott
Marshall Scientific LLC
Martin S. Linsell
Maruzen International Co., Ltd.
Matphil Technologies, Inc. dba Pipette.com
McCormick Place
McMaster-Carr Supply
McNeill Baur PLLC

Meaghan An
MeCour Temperature Control, LLC
MedChemExpress LLC
Mercury Business Services LLC
Meso Scale Diagnostics, LLC
Metrion Biosciences Ltd.
Mzez Greek Fusion
Microsoft Office Azure
Microsoft Store
Miller & Lux Restaurant
MingHin Cuisine
Molecular Devices, LLC
MongoDB
Monnit Corporation
Moravek Biochemicals, Inc.
Morrow Service, Inc.
Mosaic Networx, LLC
Murigenics, Inc.
Murphy & King
MyBioSource, Inc.
NanoImaging Services, Inc.
Nanosyn, Inc.
National Screening Services LLC
Nationwide Screening Services
Nespresso
New England Biolabs
Nicholas Galli
Nine Square Therapeutics Corporation
Niu B
NorCal Water
Nothing Bundt Cakes
Novogene Corporation Inc.
NovoPro Bioscience Inc.
Novus Biologicals, LLC
Nuaire
NXT Power, LLC
Occupational Health Centers of North Carolina, P.C.
Okta, Inc
OLIVAS MEXICAN FOOD
On The Roll Catering and Events
One12
OneDigitial Topco LLC (Digital Insurance LLC)
OpenAI
Optibrium Limited
OriGene Technologies, Inc.
Osteria Panevino
Palace Hotel Dining
Panera Bread
Parking – SF
Parr Instrument Company
Pbss
Penske Truck Rental
PerformYard, Inc.
Peter DiLaura
Pharmablock (USA), Inc.
Phenomenex, Inc.
Pingyu Ding
Pizzeria Delfina
Plasmidsaurus Inc.
Posit Software, PBC
Postal Annex
Prendio LLC
Pressed Café
Prestige Lens Lab
PricewaterhouseCoopers LLC
Primordium Labs
Prince Scientific LLC
Profcontrol GmbH
Pronto!
Proteintech Group, Inc.
Qiagen LLC
Quintara Discovery, Inc.
R&D Systems, Inc.
Rachel Kindt
Ramen Hero
RayBiotech
RC TRITEC AG
Regents of the University of CA, Irvine
Remarkable
RevMAb Biosciences USA, Inc.
Revvity Health Sciences, Inc.
Revvity Signals Software, Inc.
Rhino Networks
Ribomaps LTD
Ricky P Jones
RIPOSO
Riposo Mobile
Road Master Club
Ronnie-Ray Abriam Orpilla
Rosemarie O’Shea

RStudio
Rudra Nand
Russell Reynolds Associates, Inc.
Sab Lai Thai Kitchen
Samuel Munroe
San Diego Convention Center
San Francisco Baking Institute
San Francisco International Airport
San Mateo County
San Mateo County Tax
Santa Cruz Biotechnology Inc
Sartorius Corporation
SBC Worldwide, LLC
Schrodinger
SciSummary
Secretary of State California
See's Candies
Seismic Installations
Selleck Chemicals LLC
Sensitech Inc.
Sentinel
Seqmatic LLC
SFMTA Parking
Shanghai Chempartner Co., Ltd.
Sheridan Books
Shisan Fan Sushi and Chinese Restaurant
Shred City
Sigma-Aldrich, Inc.
Signal Solutions Corporation
Silicon Valley Corporate Relocation
SL 2T, LLC (SmartLabs)
Slack
Slidexpress PVT LTD
SmartSign
SnapGene
SNPsaurus
Solium Plan Managers LLC
Soloprotect US
SPRO
Stanford University
Staples
Staples Advantage
Starbucks
Stella Alpina Osteria
Stericycle, Inc.
Steven A Smith
Steven J. Freedman
Steven R. Sando
Strategic Spaces
Subscription Cc Auth
Sun Life Financial
Surplus Solutions LLC
Susan Lyman
Susanne Steggerda
Swagelok Northern California
Synthego Corporation
System Biosciences
TAQUERIA LAS PENCAS
Target
Tastes On The Fly
Tax1099
TeamViewer
Technical Safety Services, LLC
Technology & Patent Research International, Inc.
Teledyne ISCO
Thai Satay Restaurant & Bar
The Agency Worldwide
The Catalytic Agency, LLC
The Cohen Group
The Grove Wine Bar & Kitchen - Cedar Park
The Home Depot
The Honest Company
The Regents of the University of California, San Francisco
The Speech Improvement Company Inc.
Therma LLX
Thomas Scientific Holdings Inc
Thorlabs, Inc.
Tim French
Total Winne & More
Traverse
TriLink Biotechnologies, LLC
Trip.com
Triton Appliance Repair
Uber
Uline, Inc
United
Unity Biotechnology
University of California, San Diego Small Molecule X-ray Crystallography Facility

UPS Supply Chain Solutions, Inc.
Urban Kitchen
USA Scientific, Inc.
USPS
Vector Laboratories, Inc.
Veloxee
Vincor Tech
Vistaprint
W.B. Mason Company, Inc.
W.W. Grainger, Inc.
Waterco of California
Wave
Wave Rock
West Coast Chemistry Services
White Elephant Restaurant
Whole Foods Market
Williams Marston
Wise Guys Events
WPP Group USA, Inc. dba Ogilvy Health
WTMR
WuXi AppTec (Shanghi) Co., Ltd.
Yi Chao Fan
Yummy Home Plate
Zachary Sweeney (Edgewood Scientific Consulting)
Zazzle
Zoom Video Communications, Inc.
Zotero
Zymo Research Corporation

Marlinspike Therapeutics, Inc. Top 20 Unsecured Creditors

Advion, Inc.
Air Systems Technologies Inc
Aurigene Pharmaceutical Services LTD
Baylor College of Medicine
BDO USA, LLP
BioProcure, Inc.
Biotech Law Center, Inc.
Browne Consulting Group
Crown Castle International Corp.
CSC Leasing Co
Digital Insurance, LLC
Middlesex Gases & Technologies, Inc.
Norton Rose Fulbright US LLP
Pharmaron, Inc.
PPF OFF 150
Roger Benjamin Ruggeri
Safety Partners
Triumvirate Environmental, Inc.
Viva Biotech (Shanghai) Limited
Wilson Sonsini Goodrich & Rosati, P.C.

Marlinspike Therapeutics, Inc. Equity Holders

Alessandro Boezio
Alexander McCampbell
Baylor College of Medicine
Calla Olson
Joesph Yanchik
Kristen Karlin
Paul Da Silva Jardine
Rajesh Chopra
Thomas Westbrook
Victor Rusu

Apertor Pharmaceuticals, Inc., Top 20 Unsecured Creditors

1640 South Loop Road LLC c/o Paceline Investors LLC
Alameda County Tax Collector
Benchling, Inc.
BioDuro, LLC
BioProcure, Inc.
Browne Consulting Group
Cell Signaling Technology, Inc.
Clarke Consulting, Inc.
CSC Leasing Company
De Lage Landen Financial Services, Inc.
Digital Insurance, LLC
Elsevier B.V.
IQ Proteomics, LLC
Laboratory Equipment Company
Life Technologies Corporation
Reaction Biology Corporation
Science Suite Inc. dba BioRender
University of North Carolina at Wilmington
Wilson Sonsini Goodrich & Rosati, P.C.
Zhejiang Huida Biotech Co., Ltd.

Apertor Pharmaceuticals, Inc. Equity Holders

Bo Pang
Daniel Nomura
Edmund Graziani
Ericka Mendez
Jay Keasling
Jay D. Keasling Trust (Dated 8/5/2013)
Kevan Shokat
Lawrence Lum
Matthew Jacobson
Micheal White
Neena Kadaba
Paul De Silva Jardine
Paul Eisenberg
Paul Hawkins
Rajesh Chopra
Samantha Bucktrout
Shellwater & Company
Spiros Liras

Apertor Pharmaceuticals, Inc., Creditors

1Life Healthcare, Inc.
Abcam, Inc.
Abmole Bioscience Inc.
Abwiz Bio Inc
Access Plants LLC
Adams & Chittenden Scientific Glass
ADP
Advanced Chemical Transport
Agilent Technologies, Inc
AK Scientific, Inc.
Alameda County Environmental Health
Amazon Capital Services
Amazon Web Services
Ambeed Inc.
AmiD Biosciences LLC
AnaSpec Inc.
Apple Tree Life Sciences, Inc.
Applied Chemistry Solutions
Applikon Biotechnology, Inc.
Arash Samadi
Arthur J. Gallagher Risk Management Services, Inc.
ATCC
Atlas Copco Compressors LLC
ATP Research and Development, Inc.
Avanan, Inc
AxisPharm
Azenta US, Inc.
Bay Air Systems
Bay Valuation Advisors, LLC
BCBS MA
BDO USA, LLP
Becton, Dickinson and Company
Bend Financial, Inc.
Bill.com
Bio Basic Inc.
bioauxilium
Biocair Inc
BioLegend, Inc.
Biomatik Corporation
BioPharmics LLC
Bio-Rad Laboratories, Inc.
Biotage LLC
BiotechnologyJobs
Biozilla, LLC
Bordelon, Inc dba Ben's Dry Ice
Boston BioProducts, Inc.
BPS Bioscience, Inc.
Brex
BroadPharm
BUCHI Corporation
California Fire Detection
California Life Sciences
Carvill Consulting
Cayman Chemical Company Inc.
CC My Admin, LLC
CDW Direct, LLC
Cell Biolabs, Inc.
Charles River Discovery Research Services UK Limited [GBP]
Charles River Discovery Research Services UK Limited [USD]
Charles River Laboratories Cell Solutions, Inc.
Chemglass Life Sciences, LLC
Chemical Computing Group
Christian Puccetti
Chun Li
Cintas Corporation
Clarivate Analytics (US) LLC

Clark + Elbing LLP
CNA
Cole-Parmer Instrument Company, LLC
Collaborative Drug Discovery, Inc.
Combi-Blocks Inc.
Comcast
Commonwealth of Massachusetts
ComputerCare, LLC
Cooley LLP
Copyright Clearance Center, Inc.
CozChemix Limited
Creative Bioarray
Creative BioMart Inc.
Credit Card Misc.
CT Corporation
CTK Instruments LLC
Data Kable Technology Inc
Dean Olson Patent Consulting LLC
Demetrix, Inc.
Denisse Martinez
Diaago LLC
Diego Garrido Ruiz
Discovery Life Sciences
Discovery Scientific Solutions LLC
Diversified Laboratory Repair, Inc.
Dragonfly Design Group, Inc.
E-Control Systems, Inc.
Elson Electric
Epoch Life Science, Inc.
Eppendorf North America, Inc.
Esco Technologies, Inc.
EyeMed
Fahim Syed
FedEx Freight
First Choice Coffee Services
Fisher Scientific
Flowjo, LLC
Fortis Life Sciences fna Bethyl Laboratories
Foxx Life Sciences, LLC
Fragomen, Del Ray, Bernsen & Loewy, LLP
FUJIFILM Wako Chemicals U.S.A. Corporation
Genesee Scientific Corporation
Genewiz, LLC
Genprice Inc.
GenScript USA Inc.
Gentige USA Sales, LLC
Global Industrial
Global Life Sciences Solutions USA LLC
Gold Biotechnology
Gordon Research Conferences
Grainger
GSL Biotech, LLC
Hamilton Company, Inc.
Harris & Lee Environmental Sciences LLC
HARVARD APPARATUS
Heather Roth
Hooke Laboratories, Inc.
HIS
ICE Safety Solutions
IKA Works, Inc.
Independent Plumbing Co.
Infors USA Inc.
Ingenium Group, LLC
Initial Therapeutics, Inc.
Integra Biosciences Corporation
Integrated DNA Technologies, Inc.
Intuit, Inc
Invested Digital Group, Inc.
Iron Box LLC
Isomerase Therapeutics Ltd
James Kim
Jeff Wong
Jeremy Barton Consulting Inc.
Karen Sutherland
KBA Document Solutions, LLC
Kelly Services
Labelmaster
LABRepCo LLC
Lambda
Lawson Drayage, Inc
Leibniz- Institut DSMZ-Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH
Leo Letendre
LHE Bioscience Inc.
LI-COR Biotech, LLC
LI-COR, Inc.
Linde Gas & Equipment Inc.
Litmos US, L.P. f/k/a Solo Operations US, LLC
Lonza Walkersville, Inc.

Mallory Safety and Supply LLC
Marmon Biostatistics
Marvelgent Biosciences, Inc.
McMaster-Carr
MedChemExpress, LLC
MedSupply Partners
Mettler-Toledo Rainin, LLC
Mettler-Toledo, LLC
Microverse Studios
Molecular Devices
Mosaic Network
Nacalai USA, Inc.
Naomy Jareily Ruvalcaba
National Institute of Technology and Evaluation
Nationwide Screening Services
NBS Scientific, LLC
NCS Moving Services
Nefeli Chanoutsi
Neil Vasan
New England BioLabs, Inc.
New Life Scientific, Inc.
New Pig Corporation
Nine Square Therapeutics
North America Immigration Law Group
Novogene Corporation Inc.
Novus Biologicals, LLC
NW Seacology
NXT Power
Okta, Inc.
OTJ Architects
Oxford Nanopore Technologies Inc.
Peak Scientific, Inc.
Pete KOH Installations
Phenomenex, Inc.
Plasmidsaurus
Prenido LLC
Prestige Lens Lab
PricewaterhouseCoopers LLP
Promega Corporation
ProPharma Group LLC
Proskauer Rose LLP
Protection Plus Security Services
Proteintech Group, Inc.
Qiagen LLC
QuakeHold Industrial, Inc.
R&D Systems, Inc.
Rabin
Raissa Estrela Curado
Ray Liu Consulting LLC
Regina Roodhouse
Revvity Health Sciences, Inc.
Revvity Signals Software, Inc.
Roman Aguirre
Rose Citron
San Mateo County Tax Collector
Sandra Santulli-Marotto
Santa Cruz Biotechnology, Inc.
SBS Pharma Consulting
Sciencelo
Scientific Plastics Company, Inc.
SciSafe Inc.
Seismic Installations
Sentinel Benefits
SeqCenter
SEQUETECH CORP
Sequoia Signs & Graphics, Inc.
SFS Chemical Safety
Shimadzu Scientific Instruments, Inc.
Shinji Kasahara
Sigma-Aldrich, Inc.
Signalchem Biotech Inc.
Signosis, Inc.
Silas Burdick
Sino Biological US inc.
SL2T LLC
SmartSheet Inc.
SNPsaurus LLC
Solium Plan Managers LLC
SoloProtect US LLC
South San Francisco Fire Department
Southern Biotech
Staples Advantage
State of CA – Franchise Tax Board
State of Delaware – Division of Corporations
Stemcell Technologies Inc
STERIS Corporation
Strategic Spaces, LLC
STRUCTURAL ENGINEERS, INC.
Sun Life Assurance Company of Canada
Takara Bio USA, Inc.

Technical Safety Services, LLC
Teco Pneumatic
Tenova Pharmaceuticals Inc.
Thames Pharma Partners, LLC
The Cambridge Crystallographic Data Centre
The Cohen Group
The Ogilvy Group LLC
The Regents pf the University of California
Thermo Fisher Financial Services Inc.
Thomas Scientific, LLC
Tinghua Cao
Toronto Research Chemicals, Inc.
Tracking Solutions, Inc.
Twist Bioscience Corporation
Uline, Inc.
US Bank Equipment Finance
USA Scientific
Varigen Biosciences
Vascumab LLC
Veolia Water Technologies, Inc.
VWR International LLC
William A. Faubion, M.D.
WilliamsMarston LLC
Wuxi AppTec (HongKong) Limited
Wynden Stark LLC
XanTec bioanalytics GmbH
Zymo Research Corporation

Evercrisp Biosciences, Inc. Top 20 Unsecured Creditors

Admera Health, LLC
Agilent Technologies, Inc.
BioMetas Group Limited
Browne Consulting Group
Charles River Laboratories, Inc.
ChemPartner Corporation Chengdu
ChemPartner Co., Ltd.
CSC Leasing Company
Digital Insurance, LLC
Fisher Scientific
Global Project Partners, LLC
Horizon Discovery Biosciences Ltd
Jennifer Doudna
Life Technologies Corporation
Marija Zecevic
Pegasus Purchaser Inc., - BioProcure LLC
Robert Thomas Abraham
Tanja Kortemme
VWR International, LLC
Wilson Sonsini Goodrich & Rosati, P.C.
Wuxi AppTec (HongKong) Limited

Evercrisp Biosciences, Inc. Equity Holders

Ajeeth Adhikari
Benjamin Jagger
Brian Vash
Cody Krivacic
Geoffrey Berguig
Jennifer Doudna
Matthew Jacobson
Meenu Karson
Neena Kadaba
Peng Cheng Zhang
Raj Chopra
Robert Abraham
Stephanie Maiocco
Steven Strutt
Spiros Liras
Tanja Kortemme
Victor Rusu

Nine Square Therapeutics, Inc. Top 20 Unsecured Creditors

Amazon Web Services
Amprion, Inc.
Biognosys AG
Browne Consulting Group
CAS
Cell Signaling Technology, Inc.
FUJIFILM Cellular Dynamics, Inc.
Hooke Laboratories, LLC
Institut Curie
LeadTech Pharma, Inc.
Life Technologies Corporation
Mettler-Toledo Rainin, LLC
Pegasus Purchaser, Inc. (BioProcure)
Pharmaron
PLANET PHARMA, LLC
Regents of the University of Michigan
Revvity Health Sciences, Inc.

Viva Biotech (Shanghai) Limited
Wilson Sonsini Goodrich & Rosati PC
Wuxi AppTec United

Nine Square Therapeutics, Inc. Equity Holders
Aimee Kao
Alexander McCampbell
Brina Le
Chakrapani Kalyanaraman
Damoder Motati
Hoi-Shan (Helen) Wong
Jacob Meller Eriksen
James Summers
John Hood
Kristine A. Gordon
Lani Wu
Louise Heinrich
Mark Rosen
Matthew Jacobson
Micheal Ehlers
Neena Kadaba
Paul Da Silva Jardine
Robert Edwards
Robert Paul
Roberto Zoncu
Sami Barmada
Samuel Clark
Sarah Smith
Spiros Liras
Steven Altschuler
Tetsuya Kobayashi
Tina Schwabe

Rigmora LPs
Rigmora Biotech Investor One LP
Rigmora Biotech Investor Two LP

EXHIBIT 2

Potential Connections/Related Parties

NAME	RELATIONSHIP
Banc of California	Lender to an entity owned by a B. Riley affiliate
JP Morgan Chase Bank, NA	Lender to other B. Riley clients; B. Riley maintains certain accounts and trading relationships
CBIZ Advisors	Former auditor of B. Riley
Quinn Emanuel Urquhart & Sullivan LLP	Represents B. Riley in unrelated matters
Walkers Global	Represents B. Riley in unrelated matters
BDO, USA, LLP	Current auditor of B. Riley
Docusign, Inc.	Service Provider

EXHIBIT 3

Engagement Agreement

11100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025
Tel: (310) 966-1444
www.brileysecurities.com

B | RILEY Financial

December 9, 2025

CONFIDENTIAL

ATP Life Sciences Ventures, L.P.
ATP III GP, Ltd.
230 Park Avenue, Suite 2800
New York, New York 10169
Attention: Seth L. Harrison, MD

Re: Engagement of B. Riley

Dear Dr. Harrison:

This letter (this "Agreement") shall confirm the understanding and agreement between B. Riley Restructuring Services, LLC ("B. Riley") and ATP Life Sciences Ventures, L.P., a Cayman Islands exempted limited partnership (the "Company") and ATP III GP, Ltd. (the "GP"), as follows:

1. The Company and the GP hereby engage B. Riley on an exclusive basis to provide financial advisory services to the Company and the GP relating to any of the following general financial advisory services related to a Chapter 11 proceeding as described below and investment banking services including and as applicable (i) a Restructuring Transaction (as hereinafter defined) and (ii) the private placement of debtor-in possession financing ("DIP Financing"). B. Riley accepts the engagement and also agrees to provide ongoing strategic advice with regard to further restructuring and capital markets activities as may reasonably be requested by the Company or the GP. In furtherance of the foregoing, B. Riley agrees that during the term of the engagement it will, to the extent requested by the Company or the GP and appropriate provide the following services:

a. Chief Restructuring Officer

- B. Riley will provide Perry M. Mandarino to serve as the Company's and the GP's Chief Restructuring Officer ("CRO"). In his role as CRO, Mr. Mandarino will report to the Company's Managing General Partner, currently Dr. Seth L. Harrison, and the GP's Director, currently Dr. Harrison. Mr. Mandarino will be added to the Company's and the GP's existing insurance policies. Working collaboratively with the senior management team and counsel, B. Riley will assist the Company and the GP as follows:

b. General Financial Advisory Services

- Oversee, advise, and recommend decisions to the Company's and the GP's management teams with respect to the Company's and the GP's strategy;
- Weekly and other Cash Flow Forecasts;
- Analyze and complete a DIP Financing, including negotiating and documentation, if applicable;
- Evaluate the Company's and the GP's business plan and such other related forecasts as may be required in connection with the restructuring process or needed by the Company or the GP for other corporate purposes;
- Assist the Company and the GP in preparing for and filing bankruptcy petitions, coordinating and providing administrative support for such proceedings and (as may be necessary) developing with the Company's and the GP's other professionals: (i) a disclosure statement and plan of reorganization; (ii) a liquidation analysis; (iii) statements of financial affairs and schedules of assets and liabilities; (iv) claims analyses; and (vi) monthly operating reports and other regular reporting required by the U.S. Bankruptcy Court;
- Render testimony, as requested from time to time, regarding any matters to which B. Riley is providing services;

- Review and analyze, from a financial perspective, the general business, operations, financial condition and prospects of the Company and the GP, and formulate and review with the Company and the GP a strategic plan involving a Restructuring Transaction and DIP Financing or a combination thereof, including timelines and milestones; and
- Assist the Company and the GP with such other mutually agreeable matters, as may be requested by the Company or the GP.

c. Investment Banking Services

- Assist the Company in securing DIP Financing;
- Assist the Company and the GP in its preparation of a required documentation required to support a plan of reorganization describing the Company, the GP and Apple Tree Life Sciences, Inc. ("ATLS"). The Company and the GP will also represent to B. Riley that the documentation and any other documents related to the foregoing does not contain, and that the Company and the GP have not otherwise made in connection with the foregoing, any untrue statement or alleged untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make any statement not misleading;
- Assist the Company and the GP, as requested, with other schedules, analyses and communications relating to a Restructuring Transaction; and
- Participate, under the Company's and the GP's direction and guidance, in negotiations regarding a Restructuring Transaction with prospective stakeholders and interested parties.

2. In connection with B. Riley's engagement, the Company and the GP will furnish B. Riley with any information concerning the Company, the GP and ATLS, which B. Riley reasonably deems appropriate, and will provide B. Riley with access to the Company's, the GP's and ATLS's officers, directors, accountants, counsel and other advisors. The Company and the GP represent and warrant to B. Riley that all such information concerning the Company, the GP and ATLS will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. The Company and the GP acknowledge and agree that B. Riley will be using and relying upon such information supplied by the Company, the GP, ATLS and their respective officers, agents and others and any other available information concerning the Company, the GP or ATLS without any independent investigation or verification thereof or independent appraisal by B. Riley of the Company, the GP or ATLS or their respective business or assets. B. Riley does not assume responsibility for the accuracy, completeness or reasonableness of any such information. B. Riley shall have the benefit of, and shall be an intended third-party beneficiary of, the representations and warranties provided by the Company and the GP to a purchaser(s) in a securities purchase agreement or other definitive agreement entered into in connection with a DIP Financing or Restructuring Transaction.

3. Fees and Expenses.

a. As compensation for the financial advisory services to be rendered by B. Riley hereunder, the Company shall pay B. Riley in cash (all quoted in U.S. Dollars):

i. Initial Retainer. In addition to the other fees provided for herein, an initial nonrefundable retainer of $250,000 (the "Initial Fee") due immediately upon the signing of this Agreement, which shall be earned upon B. Riley's receipt thereof in consideration of B. Riley accepting this engagement and applied against the final invoice (or refunded to the Company to the extent it exceeds the final invoice).

ii. Financial Advisory Services Fee. As compensation for the financial advisory services to be rendered by B. Riley hereunder, the Company shall pay B. Riley in cash (all quoted in U.S. Dollars), based on the time expended by B. Riley personnel based upon the hourly rates set forth below, which may be revised from time to time only upon prior written notice and with the approval of the Company, which approval shall not be unreasonably withheld or delayed:

Personnel Level	Hourly Billing Rate
Managing Director / Senior Managing Director	$1,000 - $1,050
Vice President / Director	$750-950
Analyst / Associate	$450-650
Intern	$225

Throughout the Term (as defined below), B. Riley will maintain detailed time records in quarter hour (0.25) increments and documented actual and necessary costs and expenses incurred in connection with the Services. Invoices will be sent monthly and are due and payable in cash in full upon the Company's receipt thereof or the procedures established during the Chapter 11 case, including any consent required by an applicable bankruptcy court.

iii. Transaction Fee(s): In addition to the other fees provided for herein, the Company shall, subject to bankruptcy court approval, pay B. Riley the following transaction fee(s):

1. Restructuring Transaction Fee. In the event the Company consummates a Restructuring Transaction, a fee (the "Restructuring Transaction Fee") equal to $1,500,000, payable upon the earlier of: (a) the completion of any Restructuring Transaction, including, without limitation, the confirmation and effectiveness of a plan of reorganization or liquidation under Chapter 11 or Chapter 7 of the United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code", such plan, the "Plan") or (b) the closing of a Restructuring Transaction. Notwithstanding the foregoing, if any Restructuring Transaction is to be completed through a "pre-packaged" or "pre-arranged" Plan, the Restructuring Transaction Fee shall be earned and shall be payable upon the earlier of (x) execution of definitive agreements with respect to such Plan or (y) delivery of binding consents to such Plan by a sufficient number of creditors to bind the creditors to the Plan; provided, that in the event that B. Riley is paid a fee in connection with a "pre-packaged" or "pre-arranged" Plan and such Plan is not consummated, B. Riley shall return such fee to the Company. In no event will more than one Restructuring Transaction Fee be payable.

2. DIP Financing Fee.

   a. Upon the consummation of each DIP Financing, B. Riley shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such DIP Financing, as a cost of such DIP Financing, a cash fee ("DIP Financing Fee") equal to:

      - 1.0% of the gross proceeds of any such DIP Financing placed with a counterparty first introduced by B. Riley

   b. If a Restructuring Transaction or DIP Financing on which B. Riley has rendered substantial services closes any time during the period of six months following the effective date of termination of the Term (as defined below) (the "Tail Period"), then the Company shall pay to B. Riley the fees at the closing of the Restructuring Transaction or DIP Financing in an amount equal to the fees that would otherwise have been paid to B. Riley with respect thereto, irrespective of whether B. Riley closes such Restructuring Transaction or DIP Financing.

   c. The Company shall reimburse B. Riley for its reasonable and documented out-of-pocket and incidental expenses incurred during the term of its engagement hereunder, including without limitation fees of outside legal counsel, regardless of whether a Restructuring Transaction or DIP Financing is consummated. All fees and retainers due or payable are not refundable, except as otherwise expressly provided in this Agreement. The provisions of this Section shall not in any way limit the Company's obligations pursuant to Section 8 or Schedule 1 hereto.

   d. All payments received by B. Riley pursuant to this Agreement at any time shall become the property of B. Riley without restriction. No payments received by B. Riley pursuant to this Agreement will be put into a trust or other segregated account.

   e. The parties acknowledge that this engagement will require a substantial professional commitment of time and effort by B. Riley. Moreover, the amount of time and effort may vary substantially during different periods of the engagement. As a result, in order to ensure the availability of all necessary professional resources, whenever required, B. Riley may be foreclosed from pursuing other alternative engagement opportunities. In light of the

foregoing, and given: (i) the numerous issues which can currently be anticipated in engagements such as this, (ii) B. Riley's commitment to the variable level of time and effort necessary to address such issues, (iii) the expertise and capabilities of B. Riley that will be required in this engagement, and (iv) the market rate for B. Riley's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates B. Riley, and provides the requisite certainty to the Company and the GP.

f. If B. Riley is required to render services not described herein, but which relate directly or indirectly to the subject matter of this Agreement (including, but not limited to, producing documents, answering interrogatories, attending depositions, giving expert or other testimony, whether by subpoena, court process or order, or otherwise), B. Riley must provide the Company with prior written notice of the need for such required services and the Company shall pay B. Riley additional fees to be mutually agreed upon in writing for such services, plus reasonable documented related out-of-pocket costs and expenses, including, among other things, the reasonable legal fees and expenses of B. Riley's counsel in connection therewith.

g. "Restructuring Transaction" shall mean any recapitalization or restructuring (including, without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof) of the Company's debt securities and/or equity securities and/or other indebtedness, obligations or liabilities (including, without limitation, preferred stock, partnership interests, lease obligations, trade credit facilities, tort obligations or other secured and unsecured claims or indebtedness) including pursuant to any repurchase, exchange transaction, a Plan or solicitation of consents, waivers, acceptances or authorizations.

4. B. Riley is acting as an independent contractor under this Agreement, and not in any other capacity including, without limitation, as a fiduciary, and any duties arising out of its engagement shall be owed solely to the Company and the GP. Except as set forth in Schedule 1, nothing in this Agreement is intended to confer on any other person (including, without limitation, stockholders, employees or creditors of the Company or the GP) any rights or remedies hereunder or by reason hereof. The Company and the GP agree that any information or documentation provided to the Company or the GP by B. Riley, and any analyses based upon such information and documentation, is owned exclusively by B. Riley, subject to a perpetual royalty-free license to the Company and the GP to use such information and documentation however either of them chooses. Except for such license, this Agreement shall not be deemed to transfer any ownership rights in such information and/or documentation to the Company or the GP granted to the Company or the GP under this Agreement.

5. The Company and the GP shall seek an order authorizing the engagement of B. Riley pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Section 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. In so agreeing to seek B. Riley's retention under Section 328(a) of the Bankruptcy Code, the Company and the GP acknowledge that they believe that B. Riley's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company and the GP in pursuing DIP Financing or a Restructuring Transaction, that the value to the Company and the GP of B. Riley's services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent fees is reasonable regardless of the number of hours to be expended by B. Riley's professionals in the performance of the services to be provided hereunder. The Company and the GP shall submit B. Riley's employment application as soon as practicable and use their best efforts to cause such application to be considered on the most expedited basis. The employment application must be acceptable to B. Riley in its sole discretion. Following entry of the order authorizing the engagement of B. Riley, the Company shall pay all fees and expenses due pursuant to this Agreement, as approved by the court having jurisdiction of the bankruptcy case involving the Company (the "Bankruptcy Court"), as promptly as possible in accordance with the terms of this Agreement and the order of such Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local rules and orders, and will work with B. Riley to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. B. Riley shall have no obligation to provide services under this Agreement unless B. Riley's retention under this Agreement is approved under Section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which is

acceptable to B. Riley in all respects.

If the order authorizing the engagement of B. Riley is not obtained, or is later reversed or set aside for any reason,

B. Riley may terminate this Agreement, and the Company shall reimburse B. Riley for all fees and expenses reasonably incurred prior to the date of expiration or termination, subject to the requirements of the Bankruptcy Code, Bankruptcy Rules and applicable local rules and orders. The terms of this Section are solely for the benefit of B. Riley, and may be waived, in whole or in part, only by B. Riley.

6. The Company agrees to the indemnification and other agreements set forth on Schedule 1 hereto, which is hereby incorporated by reference. The Company agrees that during the term of B. Riley's engagement hereunder, it will inform the CRO of the name of any acquirors, investors, institution or other entities it contacts or solicits with respect to a potential Restructuring Transaction without B. Riley's knowledge. The Company will also promptly inform B. Riley of any such third-party inquiry concerning a potential Restructuring Transaction.

7. During the Term and the Tail Period, the Company and the GP shall not circumvent B. Riley to avoid paying any of the fees due hereunder.

8. The term of B. Riley's engagement hereunder (the "Term") shall commence on the date of execution of this Agreement and shall end upon the completion of the services by R. Riley hereunder; provided, however, that the Company may terminate the Term at any time solely upon 10 days written notice to the other parties. The applicable provisions of this Agreement and Schedule 1 shall survive any termination of the Term. With respect to the expenses payable by the Company pursuant to Section 4, upon termination of the Term. B. Riley shall be entitled to collect all such actual expenses accrued through the date of termination in accordance with the terms of Section 4.

9. The Company and the GP acknowledge that B. Riley is a full-service securities firm engaged, either directly or through its affiliates, in various activities, including securities trading, corporate finance, investment management and brokerage activities. In the ordinary course of these activities, B. Riley and its affiliates may actively trade in the debt and equity securities (or related derivative securities) of other companies which may be the subject of the engagement contemplated by this Agreement for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities, subject to any restrictions under applicable securities laws when B. Riley or any of its affiliates are in possession of material nonpublic information involving the Company or the GP. B. Riley and its affiliates may have and may continue to have investment banking, broker-dealer and other relationships with parties outside of this engagement pursuant to which B. Riley may acquire information of interest to the Company or the GP. B. Riley shall have no obligation to disclose such information to the Company or the GP or to use such information in connection with its efforts hereunder.

10. The Company agrees that B. Riley will have the right to use the Company's and the GP's names, trademarks and logos for the purposes of announcements, press releases and advertisements related to the completion of those transactions contemplated herein as to which B. Riley has been significantly engaged after such transactions have been publicly disclosed.

11. The Company and the GP represent and warrant to B. Riley that there are no brokers, representatives or other persons which have an interest in compensation due to B. Riley from any transaction contemplated herein or that any other agreements of like nature are in force or conflict with this Agreement. Each party to this Agreement acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that this Agreement (including the schedules and attachments hereto) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be amended or modified except in writing. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that provision will be deemed modified or, if necessary, rescinded in order to be valid and enforceable. All other provisions of this Agreement will continue and remain in full force and effect.

12. The benefits of this Agreement shall, together with Schedule 1 hereto, inure to the benefit of respective successors and assigns of the parties hereto and of the Indemnified Parties (as defined in Schedule 1) hereunder and their successors and assigns and representatives, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns; provided that neither the Company nor the GP may assign or delegate any of its rights or obligations hereunder without B. Riley's prior written consent, which shall not be unreasonably withheld or delayed, and any such purported assignment or delegation without B. Riley's prior written consent shall be void.

13. Each of the Company and the GP represent to B. Riley that it has not taken, and agrees that it will not take, any

action, directly or indirectly, so as to cause any Restructuring Transaction to fail to be entitled to any applicable exemption from registration afforded by the Securities Act of 1933, as amended (the "Act"). In effecting any Restructuring Transaction, each of the Company and the GP agrees to comply in all material respects with applicable provisions of the Act, any regulations thereunder and any applicable state laws and requirements, as well as any federal, state or foreign judicial decisions or opinions related thereto. In performing its services under this Agreement, B. Riley agrees to comply in all material respects with all applicable governmental laws, rules and regulations, including without limitation all applicable provisions of the Act, any regulations thereunder and any applicable state laws and requirements, as well as any federal, state or foreign judicial decisions or opinions related thereto.

14. IN NO EVENT SHALL B. RILEY, OR ANY OTHER AGENT, AFFILIATE, OR CONTRACTOR OF B. RILEY, BE LIABLE TO THE COMPANY OR THE GP FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (I.E., LOST PROFITS) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH OF THE COMPANY AND THE GP FURTHER AGREES THAT THE LIABILITY LIMIT OF B. RILEY AND ITS AFFILIATES, AGENTS, OR CONTRACTORS SHALL IN NO EVENT BE GREATER THAN THE AGGREGATE DOLLAR AMOUNT WHICH THE COMPANY PAID, INCLUDING ANY REASONABLE ATTORNEYS' FEES AND COURT COSTS.

15. This Agreement and all aspects of the relationship created by this engagement and any other agreements relating to the engagement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein and, in connection therewith, the parties hereto consent to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County or the United States District Court for the Southern District of New York sitting in New York County and agrees to venue in such courts provided that such consent and agreement shall not be deemed to require any bankruptcy case involving the Company or the GP to be filed in such courts, and during any such case, any claims may also be heard determined before the Bankruptcy Court. B. RILEY, THE COMPANY AND THE GP EACH HEREBY AGREES TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTER CLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS ENGAGEMENT. Notwithstanding the foregoing, solely for the purpose of enforcing the Company's obligations under Schedule 1, the Company consents to personal jurisdiction, service and venue in any court proceeding in New York City in which any claim relating to or arising out of this engagement is brought by or against any Indemnified Party.

16. All notices, demand or other communications given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon oral or written acknowledgment of receipt thereof when transmitted by facsimile transmission, on the business day after being sent by nationally recognized overnight courier service, or on the third calendar day after being mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses herein above first mentioned or to such other addresses as any party hereto shall designate to the other for such purpose. For the avoidance of doubt, e-mail shall not be an accepted means of providing any notice to the other party required hereunder.

17. B. Riley is not, in any manner, providing legal services or legal advice to the Company or the GP. Furthermore, each of the Company and the GP agrees and acknowledges that B. Riley is not an advisor as to tax, accounting or regulatory matters in any jurisdiction.

18. Each of the Company and the GP represents that it is a sophisticated business enterprise that has retained B. Riley for the limited purposes set forth in this Agreement, and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims any intention to impose fiduciary obligations on the other by virtue of the engagement contemplated by this Agreement.

19. A prevailing party in any dispute relating to or arising from this Agreement shall have the right to collect from the non-prevailing part(y)(ies) its reasonable costs and attorneys' fees.

[Remainder of page intentionally left blank; signature page follows]

B. Riley is delighted to accept this engagement and looks forward to working with you. Please confirm that the foregoing correctly sets forth our agreement by signing this letter in the space provided, whereupon this letter shall be a binding agreement as of the date first above written.

B. RILEY RESTRUCTURING SERVICES, LLC

By:_____
Name: Perry M. Mandarino
Title: Senior Managing Director

ATP LIFE SCIENCES VENTURES, L.P.

By:_____
Name: Seth L. Harrison
Title: Director of the General Partner

ATP III GP, LTD.

By:_____
Name: Seth L. Harrison
Title: Director

Schedule 1

The Company agrees to indemnify and hold harmless B. Riley and its affiliates (as defined in Rule 405 under the Securities Act of 1933, as amended) and their respective directors, officers, members, managers, employees, agents and controlling persons (B. Riley and each such person being an "Indemnified Party") from and against all losses, claims, damages and liabilities (or actions, including shareholder actions, in respect thereof) to third parties, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, or otherwise, which are related to or result from the performance by B. Riley of the services contemplated by or the engagement of B. Riley pursuant to, this Agreement and will promptly reimburse any Indemnified Party for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense arising from any threatened or pending claim, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Company. The Company will not be liable to any Indemnified Party under the foregoing indemnification and reimbursement provisions, (i) for any settlement by an Indemnified Party effected without its prior written consent (not to be unreasonably withheld); or (ii) to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from B. Riley's misconduct, negligence or violation of law. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to or arising out of the engagement of B. Riley pursuant to, or the performance by B. Riley of the services contemplated by, this Agreement except to the extent that any loss, claim, damage or liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from B. Riley's willful misconduct, gross negligence or violation of law.

Promptly after receipt by an Indemnified Party of notice of any intention or threat to commence an action, suit or proceeding or notice of the commencement of any action, suit or proceeding, such Indemnified Party will, if a claim in respect thereof is to be made against the Company pursuant hereto, promptly notify the Company in writing of the same. In case any such action is brought against any Indemnified Party and such Indemnified Party notifies the Company of the commencement thereof, the Company may elect to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party, and an Indemnified Party may employ counsel to participate in the defense of any such action provided, that the employment of such counsel shall be at the Indemnified Party's own expense, unless (i) the employment of such counsel has been authorized in writing by the Company, (ii) the Indemnified Party has reasonably concluded (based upon advice of counsel to the Indemnified Party) that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Company, or that a conflict or potential conflict exists (based upon advice of counsel to the Indemnified Party) between the Indemnified Party and the Company that makes it impossible or inadvisable for counsel to the Indemnifying Party to conduct the defense of both the Company and the Indemnified Party (in which case the Company will not have the right to direct the defense of such action on behalf of the Indemnified Party), or (iii) the Company has not in fact employed counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action within a reasonable time after receiving notice of the action, suit or proceeding, in each of which cases the reasonable fees, disbursements and other charges of such counsel will be at the expense of the Company; provided, further, that in no event shall the Company be required to pay fees and expenses for more than one firm of attorneys (in addition to local counsel) representing Indemnified Parties unless the defense of one Indemnified Party is unique or separate from that of another Indemnified Party subject to the same claim or action. Any failure or delay by an Indemnified Party to give the notice referred to in this paragraph shall not affect such Indemnified Party's right to be indemnified hereunder, except to the extent that such failure or delay causes actual harm to the Company, or prejudices its ability to defend such action, suit or proceeding on behalf of such Indemnified Party.

If the indemnification provided for in this Agreement is for any reason held unenforceable by or unavailable to an Indemnified Party, the Company agrees to contribute to the losses, claims, damages and liabilities for which such indemnification is held unenforceable or unavailable (i) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and B. Riley, on the other hand, of any Restructuring Transaction as contemplated whether or not such Restructuring Transaction is consummated or, (ii) if (but only if) the allocation provided for in clause (i) is for any reason unenforceable or unavailable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and B. Riley, on the other hand, as well as any other relevant equitable considerations. The Company agrees that for the purposes of this paragraph the relative benefits to the Company and B. Riley of any Restructuring Transaction as contemplated shall be deemed to be in the same proportion that the total value received or contemplated to be received by the Company or its shareholders, as the case may be, as a result of or in connection with such Restructuring Transaction bear to the fees paid or to be paid to B. Riley under this Agreement. Notwithstanding the foregoing, the Company expressly agrees that B. Riley shall not be required to contribute any amount in excess of the amount by which fees paid B. Riley hereunder (excluding reimbursable expenses), exceeds the amount of any damages which B. Riley has otherwise been required to pay. The Company's recourse with respect to any liability or obligation of B. Riley hereunder shall be limited to the assets of B. Riley, and the Company shall have

no recourse against, and expressly waives its right to bring any claim against, any other Indemnified Party or any of their assets.

The Company will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification or contribution could be sought under the provisions of this Agreement, whether or not any Indemnified Party is an actual or potential party to such claim, action or proceeding, without B. Riley's prior written consent, which consent shall not be unreasonably withheld in the case of any claim, action or proceeding involving only the payment of money damages), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from all liability in any way related to or arising out of such claim, action or proceeding and (ii) does not impose any actual or potential liability upon any Indemnified Party and does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any Indemnified Party or any action or inaction by any Indemnified Party.

In the event that an Indemnified Party is requested, authorized by the Company, or required to appear as a witness in any action brought by or on behalf of or against the Company in which such Indemnified Party is not named as a defendant, the Company agrees to promptly reimburse B. Riley on a monthly basis for all expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel. In addition to any reimbursed fees, expenses or costs outlined hereunder, B. Riley shall also receive from the Company cash compensation of $2,000.00 per person, per day, plus reasonable out-of-pocket expenses and costs should B. Riley be required to provide testimony in any formal or informal proceeding regarding the Company.

If multiple claims are brought, at least one for which indemnification is permitted under applicable law and provided for under this Agreement, the Company agrees that any judgment or arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the judgment or arbitration award expressly states that it, or any portion thereof, is based solely on a claim as to which indemnification is not available.

The foregoing provisions of this Schedule 1 are in addition to rights B. Riley may have at common law or otherwise, shall inure to the benefit of the Indemnified Parties and their respective successors and assigns and shall be binding on any successor or assign of the Company and successors or assigns to the Company's business or assets. The provisions of this Schedule 1 shall apply to any amendments, modifications or future additions to the engagement described in this Agreement and related activities prior to the date of this Agreement and shall remain in full force and effect notwithstanding any termination or expiration of this Agreement.