**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re | Chapter 11 |
| Apple Tree Life Sciences, Inc., *et al.*,[1] | Case No. 25-12177 (LSS) |
| Debtors. | (Jointly Administered) |
| | **Proposed Hr'g Date: Feb. 19, 2026, 10:00 a.m. (ET)**<br>**Proposed Obj. Deadline: Feb. 18, 2026, 4:00 p.m. (ET)** |

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS: (A) AUTHORIZING THE DEBTORS TO INCUR POST-PETITION DEBT, (B) GRANTING SUPER-PRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (C) SCHEDULING A FINAL HEARING, AND (D) GRANTING RELATED RELIEF**

Apple Tree Life Sciences, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**," and, together with their non-debtor affiliates, "**ATP**"), by and through their proposed undersigned counsel, hereby submit this motion (this "**Motion**") for entry of an interim order ("**Interim Order**")[2] substantially in the form attached hereto as **Exhibit A**, and following a final hearing to be set by the Court (the "**Final Hearing**"), entry of a final order (the "**Final Order**" and collectively with the Interim Order, the "**Orders**"), pursuant to sections 105(a), 363, and 364 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") and rule 4001 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (as amended, the "**Local**

[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); Nine Square Therapeutics, Inc. (4503); and Nereid Therapeutics Incorporated (8493). 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 Interim Order.

**Rules**") (a) authorizing the Debtors to incur post-petition debt, (b) granting liens and super-priority administrative expense claims in favor of the DIP Lender (as defined below), (c) scheduling a final hearing, and (d) granting related relief, and rely on the *Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors in Support of Debtors' Motion for Entry of Interim and Final Orders: (A) Authorizing the Debtors to Incur Post-Petition Debt, (B) Granting Super-Priority Administrative Expense Claims, (C) Scheduling a Final Hearing, and (D) Granting Related Relief,* filed contemporaneously herewith (the "**DIP Declaration**"), and respectfully represent as follows:

## SUMMARY AND EMERGENCY BASIS

1. The Debtors have sought authority to use cash on hand to fund critical programs at portfolio companies and to pay for administrative expenses (*see* Docket No. 228, the "**Funding Motion**"). That Funding Motion will be heard on February 19, 2026. While the requested funding set forth in the Funding Motion benefits the estates and all constituencies, Rigmora has continued with its scorched earth tactics, including trying to block use of cash on hand, because (according to Rigmora) some of the portfolio companies are "hopeless investments." The Debtors submit that they easily satisfy section 363(b) and the Funding Motion should be granted.

2. But the Debtors need to plan for contingencies. Further, the Debtors desire to secure exit financing in order to proceed with a reorganization that leads to a fair and equitable "divorce" and ends the extraordinarily hostile (and ultimate self-destructive) litigation Rigmora has been waging ever since it lost in the Delaware Chancery Court. Thus, the Debtors, led by their chief restructuring officer, have been pursuing both debtor in possession and exit financing.

3. In the event that the Funding Motion is not granted in any respect, or would be conditioned on the imposition of terms or conditions that would result in the unreasonable expenditure of estate resources or delay in achieving a confirmable plan of reorganization, the Debtors seek authorization to enter into post-petition financing pursuant to 11 U.S.C. § 364(c).

Without the financing, the Debtors will suffer immediate and irreparable harm because they are at risk of not having sufficient funding to continue their operations, and therefore risk substantial value destruction. Upon approval of this Motion, certain funds managed by Oaktree Capital Management, L.P. (or its assignees), the proposed post-petition lender (the "**DIP Lender**" and with the DIP Agents (as defined in the DIP Term Sheet (defined below)), the "**DIP Secured Parties**"), will provide a DIP financing facility (the "**DIP Facility**"), and in accordance with the DIP Term Sheet attached to the Interim Order as **Exhibit 1** (the "**DIP Term Sheet**" and together with any documentation evidencing the DIP Loan (defined below) agreed to by the Debtor and DIP Secured Parties (in their respective sole discretion), the "**DIP Loan Documents**"), up to $65 million of which $17 million would be available upon entry of the Interim Order, to be used for the payment of working capital expenses, general corporate purposes, intercompany loans to the Portfolio Companies, professional fees, transaction costs, and expenses, statutory fees for the United States Trustee and allowed professional fees and expenses of the Official Committee of Unsecured Creditors ("**Committee**"), and any other amounts set forth in the proposed budget attached to the Interim Order as **Exhibit 2** (the "**DIP Budget**"). In exchange, the DIP Secured Parties will be given liens and super-priority administrative expense claims in the Chapter 11 Cases (as defined below) pursuant to section 364(c).

## OVERVIEW

4. The Debtors commenced the Chapter 11 Cases in order to stabilize their businesses, allow the necessary time to revise their capital structure, preserve the value of the Portfolio Companies, and maximize value for all stakeholders. However, the Debtors need financing in order to do so.

5. By this Motion, the Debtors seek authority to consummate a DIP Loan (as defined below) with the DIP Lender on the terms set forth in the DIP Term Sheet, consisting of a new

money delayed draw term loan facility in an amount up to $65 million, of which $17 million would be available upon entry of the Interim Order. The proceeds of the DIP Loan will be used to pay: (a) working capital expenses; (b) general corporate purposes; (c) intercompany loans to Portfolio Companies; (d) professional fees, transaction costs, and expenses; (e) statutory fees for the United States Trustee; (f) allowed professional fees and expenses of the Committee; and (g) and any other amounts set forth in the DIP Budget.

6. The Debtors fully acknowledge that the DIP Loan is more expensive for the Debtors' estates than simply using cash on hand. But Rigmora's tactics force the Debtors to have to protect the estates, even if it means a more expensive (albeit short-term) liquidity solution. And the Debtors have found a party ready, willing and able to not only provide short-term liquidity (in the event that the Funding Motion is not granted in any respect, or would be conditioned on the imposition of terms or conditions that would result in the unreasonable expenditure of estate resources or delay in achieving a confirmable plan of reorganization) but work with the Debtors towards an exit that provides capital to the portfolio of companies pursuing life-changing medicines that Rigmora wants to shut down. The DIP Loan thus validates what the Debtors have believed in and why they commenced these cases.

## JURISDICTION AND VENUE

7. 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*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court 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.

8. The statutory predicates for the relief sought herein are sections 105(a), 363, and 364 of the Bankruptcy Code, Bankruptcy Rule 4001, and Local Rule 4001-2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

## BACKGROUND

9. On December 9, 2025, December 15, 2025, January 1, 2026, and January 15, 2026 (the "**Petition Dates**"), each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On January 20, 2026, the United States Trustee appointed the Committee. Docket No. 194. No request has been made for the appointment of a trustee or an examiner in these cases.

10. The factual background regarding the Debtors, including their current and historical business operations and the events precipitating the chapter 11 filings, is set forth in detail in the *Declaration of Dr. Seth L. Harrison in Support of Chapter 11 Petitions and First Day Motions* (the "**Harrison First Day Declaration**"), the *Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* (the "**Mandarino First Day Declaration**" and with the Harrison First Day Declaration, the "**First Day Declarations**"), fully incorporated herein by reference.[3]

## RELEVANT FACTUAL BACKGROUND

### A. The Debtors' Bankruptcy Cases

11. As described in more detail in the First Day Declarations, the Debtors commenced these Chapter 11 Cases for the purpose of stabilizing their businesses, allowing the necessary time

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.

to restructure their capital structure, preserving the value of the Portfolio Companies, and maximizing value for all stakeholders.

12. The Debtors filed the Chapter 11 Cases with approximately $17.3 million in cash on hand. On December 22, 2025, Rigmora wired $96,960,925.88 to the Debtors, as ordered and mandated by the Delaware Chancery Court's Judgment.

13. However, Rigmora has opposed nearly every one of the Debtors' requests for relief, including routine first-day matters. Accordingly, in the face of interminable litigation, the Debtors sought alternative sources of funding, preferably funding that would provide a workable solution to Rigmora's desire to exit the Partnership. B. Riley worked closely with the Debtors' management and other professionals retained by the Debtors' to understand the Company's capital structure, liquidity needs, and business operations, so that it could understand the potential sizing of necessary debtor-in-possession financing, and determined that the Debtors would need up to $65 million in new money financing for the duration of these Chapter 11 Cases.

14. B. Riley then engaged in a robust process seeking financing proposals, including indications of interest for exit financing. It contacted 22 parties to solicit proposals and ten parties entered into non-disclosure agreements and received material non-public information. The parties that executed non-disclosure agreements were provided access to a virtual data room, confidential presentations, information on the Debtors' assets and liabilities and financial projections, liquidity analyses, and other relevant information.

15. As a result of this marketing process, the Debtors received six DIP financing proposals. B. Riley, along with the Debtors' other restructuring advisors, evaluated all the DIP financing proposals in consultation with the Debtors' management. In reviewing the financing alternatives, the Debtors considered each lender's ability to fund, the cost of the debt (including

fees and interest), any repayment requirements, the funding timing, the overall flexibility of the proposed financing, and the ability of the lender to work cooperatively with the Debtors, and the utility and flexibility of the financing in achieving an exit strategy for these cases, among other factors.

16. After considering these facts, the Debtors determined that the DIP Lender provided the highest and best proposal submitted. The DIP Lender's proposal provided the Debtors with the liquidity they sought on the most favorable terms available pursuant to the competitive process that B. Riley conducted. The Debtors determined that the DIP Lender's proposal would adequately address the Debtors' reasonably foreseeable liquidity needs while affording the Debtors the flexibility they need to stabilize the business. More importantly, rather than placing additional debt on top of pre-revenue portfolio companies, the Debtors placed significant value on the DIP Lender's willingness and ability to provide exit financing and ultimately support a viable plan of reorganization.

17. The negotiations with the DIP Lender culminated in the DIP Term Sheet. Subject to Court approval pursuant to 11 U.S.C. § 364(c), the DIP Lender agreed to provide financing to the Debtors in an amount up to $65 million (the "**DIP Loan**") (subject to any limitations on borrowing under the DIP Loan Documents). The DIP Loan Documents are contingent upon the DIP Loan having a security interest as set forth in the DIP Term Sheet, and being allowed as a super-priority claim pursuant to 11 U.S.C. § 364(c)(1), with priority over any and all administrative expenses of any kind or nature, subject only to the Carve-Out.

18. The DIP Loan will be used to fund the Debtors' operations during the Chapter 11 cases. If the DIP Loan is not approved and the Funding Motion is denied or conditioned in any respect, then the Debtors will be forced to continue litigating with Rigmora and burning through

expenses to use money that the Debtors already won the right to use in the Delaware Chancery Court, with no end in sight. The Debtors have therefore exercised their sound business judgment in deciding to enter into the DIP Loan in order to ensure that these cases can be funded, and that they have a rational funding partner that can provide a bridge to maximizing the value of these estates rather than seeking immediate and destructive liquidation.

19. The Debtors and DIP Lender exchanged multiple drafts of term sheets and debtor-in-possession loan documents with respect to the proposed DIP Loan and conducted hours of intense negotiations. Cleary Gottlieb Steen & Hamilton LLP, as advisors to the DIP Lender, and Quinn Emanuel, B. Riley, and Wachtell Lipton Rosen & Katz LLP, as advisors to the Debtors, were fully engaged in this process, exchanging significant diligence information through a virtual data room, participating in numerous conference calls, videoconferences, and negotiations to work toward finalizing DIP financing terms and final documentation. This process involved, among other things, extensive evaluation of the Debtors' financial forecasts by the DIP Lender and the Debtors' financial advisors. The negotiations culminated in the proposed DIP Loan, the terms of which are set forth in the DIP Term Sheet the approval of which is sought on an interim and final basis through this Motion.

20. The marketing process and subsequent negotiations resulted in the proposed DIP Loan which is reasonable in light of the Debtors' financial position and current market conditions. Negotiations were informed and influenced by the Debtors' circumstances and precedent DIP financings, as well as the terms proposed by potential alternative lenders.

21. Based on the Debtors' outreach to numerous institutions to obtain financing, the Debtors (on the recommendation of B. Riley) determined that the DIP Lender's proposed terms were superior to terms that could be obtained from any other prospective lender. Indeed, B. Riley

has not received any interest in, or proposals for, an unsecured facility. The proposed DIP Loan will allow the Debtors the necessary liquidity to fund and continue operations during these Chapter 11 Cases.

## SUMMARY OF TERMS OF THE DIP LOAN

22. The below chart contains a summary of the material terms of the proposed DIP Loan, together with references to the applicable sections of the relevant source documents, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and Local Bankruptcy Rule 4001-2.[4]

| ***Term*** | ***Summary*** | ***Source*** |
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| **BORROWER**<br>Bankruptcy Rule 4001(c)(1)(B) | ATP Life Sciences Ventures, L.P. | DIP Term Sheet ¶ 1; Interim Order *preamble* |
| **GUARANTORS**<br>Bankruptcy Rule 4001(c)(1)(B) | Each of the Borrower's existing and future subsidiaries and affiliates of the Borrower that are or become Debtors in the Chapter 11 Cases (collectively, the "**Guarantors**" and together with the Borrower, the "**Obligors**")[5] | DIP Term Sheet ¶ 4; Interim Order *preamble* |
| **DIP LENDER**<br>Bankruptcy Rule 4001(c)(1)(B) | Funds managed by Oaktree Capital Management, L.P., and its assignees | DIP Term Sheet ¶ 3; Interim Order *preamble* |
| **DIP AGENT**<br>Bankruptcy Rule 4001(c)(1)(B) | Oaktree Fund Administration LLC as administrative agent and Alter Domus (US) LLC as administrative sub-agent (together in such capacities, the "**Administrative Agent**") and Alter Domus (US) LLC as collateral agent (in | DIP Term Sheet ¶ 2; Interim Order *preamble* |

[4] The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in the following summary chart but not otherwise defined herein have the meanings ascribed to them in the DIP Term Sheet or the Interim DIP Order, as applicable.

[5] The Guarantors include: Apple Tree Life Sciences Inc.; ATP III GP, Ltd.; Apertor Pharmaceuticals, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Red Queen Therapeutics, Inc.; Evercrisp Therapeutics, Inc.; Nine Square Therapeutics, Inc.; and Nereid Therapeutics, Inc.

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| | such capacity, the "**Collateral Agent**" and together with the Administrative Agent, the "**DIP Agents**"). | |
| **DIP LOAN/ USE OF PROCEEDS**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rules 4001-2(a)(ii) and 4001-2(a)(i)(A), (B) | A delayed-draw senior secured superpriority term loan facility in the maximum aggregate principal amount of up to $65,000,000, with $17,000,000 available on an interim basis.<br><br>The DIP Loan Proceeds and Cash Collateral may be used by the Borrower for the following:<br><br>(i) certain working capital and general corporate purposes of the Obligors;<br><br>(ii) up to $6.3 million of the Interim DIP Availability and $39.6 million of the Final DIP Availability shall be used solely for intercompany loans to certain non-Debtor subsidiaries (the "Non-Debtor Entities") under the Intercompany Facility for specific purposes approved by the DIP Lenders;<br><br>(iii) professional fees, transaction costs and expenses (including legal, financial advisor, appraisal, and valuation-related fees and expenses) incurred by the Debtors, the DIP Agents, and/or the DIP Lenders in connection with the DIP Facility and the Chapter 11 Cases, including those incurred in connection with the preparation, negotiation, documentation, court approval, administration and enforcement of the DIP Facility;<br><br>(iv) statutory fees of the United States Trustee and allowed professional fees and expenses of the Committee;<br><br>(v) interest, premiums, fees and expenses payable hereunder to the DIP Lenders and the DIP Agents as provided under the DIP Loan Documents and the DIP Orders; and<br><br>(vi) other administration costs of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court. | DIP Term Sheet ¶¶ 5, 6 |

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| | For the avoidance of doubt, no DIP Loan Proceeds or Cash Collateral shall be used to, among other things, (i) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under, or the liens and security interests granted under, the DIP Facility, the DIP Orders or the DIP Loan Documents, (ii) investigate, initiate, assert or prosecute any claims or defenses or commence causes of action against the DIP Agents or the DIP Lender, or any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates or shareholders under or relating to the DIP Facility, the DIP Orders, the DIP Loan Documents or the transactions contemplated therein or thereby, (iii) prevent, hinder, or delay, whether directly or indirectly, the DIP Agents' or any DIP Lender's assertion or enforcement of its liens and security interests, its efforts to realize upon any DIP Collateral, or exercise any other rights and remedies under the DIP Orders, the DIP Loan Documents or applicable law; or (iv) pay any amount to any limited partner of the Borrower. | |
| **INTERCOMPANY FACILITY**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(D) | Any amounts (whether from proceeds of the DIP Facility or Cash Collateral, and directly or indirectly, distributed by the Borrower to an Intercompany Borrower (defined below)) shall be advanced by way of senior secured intercompany loans (an "Intercompany Facility," and any agreement governing such Intercompany Facility, an "Intercompany Facility Agreement") from the Borrower to the non-Debtor subsidiaries listed on Schedule 1 to the DIP Term Sheet (collectively, the "Intercompany Borrowers"); provided that (i) the aggregate maximum principal amount of the Intercompany Facility shall be no greater than $40 million, and (ii) such intercompany advances shall be evidenced by one or more Intercompany Facility Agreements consistent with the terms set forth in the DIP Term Sheet, and as otherwise acceptable | DIP Term Sheet ¶ 13; Interim Order ¶ 7 |

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| | to each DIP Agent and the Initial DIP Lender, each in its sole discretion.<br><br>For the avoidance of doubt, the Intercompany Facility shall be senior to any existing obligations of any Intercompany Borrowers. Existing creditors of any Intercompany Borrowers shall provide any necessary subordination agreements, on terms acceptable to the Initial DIP Lender, as a condition precedent to funding the Intercompany Facility.<br><br>No advances under the Intercompany Facility may be made, directly or indirectly, to any Intercompany Borrower that shall have commenced or shall have been required to commence or be subject to any proceeding under any applicable law relating to insolvency, debt restructuring, or bankruptcy other than the Chapter 11 Cases. | |
| **BORROWING LIMITS AND CONDITIONS**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(E) | The obligation of the DIP Lenders to provide the Interim DIP Availability shall be subject to the satisfaction of the following conditions precedent:<br><br>1. The Administrative Agent has received the Initial Approved DIP Budget;<br><br>2. The representations and warranties of the Obligors as described under "Representations and Warranties" in the DIP Term Sheet shall be true and correct immediately prior to, and after giving effect to such funding, except to the extent such representations specifically relate to an earlier date;<br><br>3. On or before February 23, 2026, the Bankruptcy Court shall have entered the Interim DIP Order, in form and substance satisfactory to the Initial DIP Lender in their sole discretion authorizing and approving the DIP Facility, including, without limitation, the granting of valid, enforceable, non-avoidable and fully perfected superpriority security interests and liens and superpriority claims in favor | DIP Term Sheet ¶ 11 |

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| | of the DIP Agent and the DIP Lenders, and such Interim DIP Order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated or subject to a stay pending appeal, in any manner, except as otherwise agreed to in writing by the Initial DIP Lender;<br><br>4. The Administrative Agent and the Initial DIP Lender shall have received executed copies of this DIP Term Sheet in form and substance satisfactory to the Initial DIP Lender;<br><br>5. Since the Petition Date, no event shall have occurred that results in or could reasonably be expected to result in a material adverse effect on (a) the business, property, operations, or financial condition of the Obligors; or (b) the validity or enforceability of the DIP Term Sheet or any of the other DIP Loan Documents or the rights or remedies of the DIP Secured Parties under the DIP Term Sheet or the DIP Loan Documents (a "Material Adverse Effect");<br><br>6. Payment of all reasonable and documented transaction costs, fees, and expenses consisting of reasonable and documented legal fees and fees of financial and other advisors incurred by the DIP Agents and the DIP Lenders, in each case, invoiced at least one (1) Business Day prior to the Initial Closing Date;<br><br>7. No Default and no Event of Default shall exist;<br><br>8. The DIP Agents shall have received evidence reasonably satisfactory to them that Borrower's unrestricted cash is no less than $12.5 million, including cash | |

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| | previously funded at the Portfolio Companies;<br><br>9. The Administrative Agent shall have received a borrowing notice from the Borrower;<br><br>10. The Initial DIP Lender shall have received all "know your customer" and similar information; and<br><br>11. The Administrative Agent shall have received evidence of material third party and governmental consents, a certificate of the secretary or assistant secretary of each Obligor, customary lien searches, financing statements, and other documentation for perfection of the DIP Liens as the Administrative Agent or Initial DIP Lender may reasonably request.<br><br>In addition to the conditions noted above, the Final Interim DIP Availability shall also be subject to the satisfaction of the following condition precedent:<br><br>1. The Bankruptcy Court shall have entered an order denying the *Amended Motion of Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP for an Order Dismissing the Bankruptcy Cases of ATP Life Science Ventures L.P. and ATP III GP, Ltd.* as it may be further amended or supplemented, which order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, or vacated, or subject to a stay pending appeal in any manner, except as otherwise agreed to in writing by the Initial DIP Lender | |
| **BUDGET**<br><br>Bankruptcy Rule 4001(c)(1)(B) ; Local | The Borrower shall deliver a 13-week cash flow forecast of receipts and disbursements for the period from the Initial Closing Date setting forth projected cash flows and disbursement. | DIP Term Sheet ¶ 29; Interim Order ¶ G(vii) |

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| Bankruptcy Rule 4001-2(a)(i)(E) | Thereafter, on the Friday of every fourth week, the Borrower shall deliver to the Administrative Agent an Updated DIP Budget.<br><br>Commencing on the second Wednesday after the Initial Closing Date, and each second Wednesday thereafter while any portion of the DIP Loans remain outstanding, the Borrower shall provide a Variance Report. | |
| **MATURITY DATE**<br><br>Bankruptcy Rule 4001(c)(1)(B) | The earliest of: (i) the Scheduled Maturity Date, (ii) 45 days after the entry of the Interim DIP Order if the Final DIP Order has not been entered prior to the expiration of such period, (iii) the effective date of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (iv) the consummation of a sale of all or substantially all of the assets of the Debtors; (v) the appointment of a Chapter 11 trustee or other Bankruptcy Court-mandated fiduciary with decision-making authority (including an examiner with expanded powers); (vi) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code or the dismissal of the Chapter 11 Cases; and (vii) the acceleration of the DIP Loans and the termination of the commitment with respect to the DIP Facility in accordance with this DIP Term Sheet or the DIP Loan Documents.<br><br>"**Scheduled Maturity Date**" shall mean the date that is 180 days after the Initial Closing Date (or such later date as may be agreed by the DIP Lenders in their sole discretion).<br><br>Unless agreed by the Requisite DIP Lenders (and with respect to any amounts due to the DIP Agents, the DIP Agents), any confirmation order entered in the Chapter 11 Cases shall not discharge or otherwise affect in any way the joint and several obligations of the Obligors to the DIP Agents and the DIP Lenders under the DIP Facility, other than after the payment in full of the DIP Obligations (other than unasserted contingent indemnification and reimbursement | DIP Term Sheet ¶ 9 |

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| | obligations) in cash, or in equity as provided herein and in the DIP Loan Documents, to the DIP Agents for the benefit of themselves and the DIP Lenders on or before the Effective Date. | |
| **INTEREST RATE**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(B) | 14% per annum | DIP Term Sheet ¶ 15 |
| **DEFAULT INTEREST RATE**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(B) | 2% | DIP Term Sheet ¶ 16 |
| **EXPENSES AND FEES**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(B) | **Upfront Fee**: 1.0% of the Total Commitment Amount, payable in kind on the Initial Closing Date.<br><br>**Undrawn Fee**: 2% of undrawn amount of the Total Commitment Amount, payable in kind monthly on the last Business Day of each calendar month.<br><br>**Exit Fee**: 5.0% of the aggregate principal amount of the DIP Loans actually advanced under the DIP Facility (regardless of and without giving effect to any repayment or prepayment thereof), earned on the Initial Closing Date, and payable on any prepayment or repayment, whether at maturity, on acceleration, pursuant to a Plan or otherwise, in cash or otherwise as provided under the DIP Facility.<br><br>**Exit Financing Work Fee**: $1,000,000, payable in cash upon entry of the Exit Financing Work Fee Order (as defined in the DIP Term Sheet).<br><br>**Collateral Agent Fee**: in the amounts and at the times specified in the Agent Fee Letter. | DIP Term Sheet ¶ 17; Interim Order ¶ 2(c)(ii) |
| **MOIC AMOUNT**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local | The Borrower shall pay the amount sufficient for the DIP Lender to achieve a MOIC of 1.15 on the | DIP Term Sheet ¶ 18 |

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| Bankruptcy Rule 4001-2(a)(i)(B) and 4001-2(a)(i)(l) | Total Commitment Amount upon the occurrence of any of the following:<br><br>(i) any Voluntary Prepayment;<br><br>(ii) any Mandatory Prepayment;<br><br>(iii) payment in full of the DIP Obligations;<br><br>(iv) reduction of the Total Commitment Amount to $0 ;<br><br>(v) any acceleration of the DIP Obligations; or<br><br>(vi) the Maturity Date. | |
| **PREPAYMENT**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(I) | **Voluntary Prepayment**: The DIP Obligations may be voluntarily prepaid, in whole or in part without premium or penalty other than payment of the MOIC Amount and the Exit Fee, at any time upon three (3) Business Days' prior written notice by the Borrower to the DIP Agents (subject to actual breakage costs (if any)) which notice shall specify the principal amount of such prepayment and the date on which such prepayment is to be made.<br><br>**Mandatory Prepayment**: Prior to the Maturity Date, the Obligors shall repay the DIP Obligations in connection with each of the following as described below:<br><br>a. Asset Dispositions. Immediately upon receipt by the Obligors of Net Cash Proceeds from any disposition of DIP Collateral, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of the Net Cash Proceeds.<br><br>b. Insurance Proceeds. Immediately upon receipt by the Obligor of any insurance proceeds, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of any proceeds received by the Obligors (i) under any insurance policy on account of damage or destruction of any assets or property of the Obligors, or | DIP Term Sheet ¶¶ 20, 21 |

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| | (ii) as a result of any taking or condemnation of any assets or property.<br><br>c. Incurrence of Indebtedness. Immediately upon the Obligors' receipt of cash proceeds of any issuance or incurrence of Indebtedness not permitted to be incurred under this DIP Term Sheet or the DIP Loan Documents, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of such cash proceeds.<br><br>d. Braeburn Funds. To the extent permitted pursuant to the Loan and Security Agreement dated as of September 29, 2023, by and between Braeburn Inc. and Hercules Capital Inc., as in effect as of the Initial Closing Date, immediately upon the Obligors' receipt of cash proceeds from any sale of Braeburn Inc. or Braeburn MSL, LLC equity or assets, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of such cash proceeds.<br><br>Any Mandatory Prepayment shall include payment of the MOIC Amount, the Exit Fee, and any accrued and unpaid interest relating to such Mandatory prepayment amount. | |
| **GRANT OF LIENS**<br><br>Bankruptcy Rule 4001(c)(1)(B), 4001(c)(1)(B)(i); Local Bankruptcy Rule 4001-2(a)(i)(G) | Each Obligor grants a security interest in all of its rights, title and interests in its Property, in each case to secure the DIP Obligations, which security interest shall at all times, subject to the Carve-Out, be fully perfected and have the following priority:<br><br>(a) pursuant to Section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority security interest and lien on all tangible and intangible prepetition and postpetition Property of the Obligors, whether existing on the Petition Date or thereafter required that (i) as of the Petition Date is not subject to (x) a valid perfected, and non-avoidable lien, or (y) a valid and non-avoidable lien | DIP Term Sheet ¶ 24; Interim Order ¶ 6 |

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| | in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, in each case including, but not limited to, liens granted to any Obligor by any subsidiary or affiliate of any obligor (the "Prepetition Intercompany Liens"), or (ii) as of the date hereof, is not subject to (x) any lien granted pursuant to the *Final Order to (I) Make and Accept Secured Loans to Portfolio Companies, (II) Authorize to the Extent Outside the Ordinary Course of Business Payment of Management Company Expenses and (III) Grant Related Relief* [Docket No. 206] (the "Postpetition Intercompany Liens") or (y) any lien that has arisen as a matter of law subsequent to the Petition Date (liens described in (i) and (ii) collectively, the "Permitted Prior Liens"), other than claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, and any other avoidance actions under the Bankruptcy Code (the "Avoidance Actions"), but including any proceeds or property recovered as a result of any Avoidance Actions (the "Avoidance Proceeds") (collectively, such property the "Unencumbered Property," and together with the Property, the "DIP Collateral");<br><br>(b) pursuant to Section 364(c)(3) of the Bankruptcy Code, be secured by a junior perfected security interest in and lien on the Property of each Obligor to the extent such Property is subject to Permitted Prior Liens; and<br><br>(c) pursuant to section 364(d)(1) of the Bankruptcy Code, be secured by a perfected, first priority senior priming lien security interest in and lien on the Property of any Obligor that is subject to | |

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| | the Prepetition Intercompany Liens and the Postpetition Intercompany Liens.<br><br>All of the liens granted by the Obligors and described above (collectively, the "DIP Liens") shall be deemed effective and perfected upon the entry of the Interim DIP Order, and no further filing, notice, or act under applicable law or otherwise will be required to effect such perfection. The DIP Agents and the DIP Lenders may, but are not required to, make any filings, deliver any notices, make recordations, perform any searches, enter into control agreements or mortgages, or take any other acts as may be necessary under state law or other applicable law or otherwise desirable in order to protect, preserve and/or enforce the security, perfection, or priority of the DIP Liens.<br><br>"Property" shall mean, with respect to any Person, all real and personal property of such Person, including, without limitation: (a) all cash, money, cash equivalents, deposit accounts, securities accounts, accounts, other receivables, chattel paper, contract rights, goods and inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of its subsidiaries), furniture, fixtures, equipment, franchise rights, Intellectual Property, Intellectual Property Licenses, general intangibles of any kind, rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments, supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action and all substitutions, books and records related to the foregoing, and accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property, all leased real property, all rents and leases from any real property interests, and all other proceeds | |

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| | of real property; (c) the Obligors' rights under section 506(c) of the Bankruptcy Code and the proceeds thereof, in each case, without regard as to whether such rights, property, claims, and interests came into the Obligors' estates, or otherwise arose, after the Petition Date.<br><br>For the avoidance of doubt, "Property", which shall be subject to the defined term DIP Liens described herein, shall include (i) each Obligor's rights under each Intercompany Loan Facility; (ii) each Obligor's respective equity interests in all subsidiaries (including equity in non-Debtor portfolio companies and other non-Debtor subsidiaries); (iii) rights in and proceeds from the RPA; (iv) all any funds received by any Obligor from the Rigmora Entities before or after the Petition Date, including pursuant to the judgment of the Court of Chancery of the State of Delaware in the case captioned *ATP III GP Ltd., in its capacity as General Partner of ATP Life Science Ventures, L.P., v. Rigmora Biotech Investor One L.P. and Rigmora Biotech Investor Two L.P.*, C.A. No. 2025-0607-KSJM; (v) any amounts collected or received by any Obligor before or after the Petition Date pursuant to the Judgment of the Court of Chancery of the State of Delaware in the case captioned *Shareholder Representative Services LLC solely in its capacity as representative of the Securityholders v. Alexion Pharmaceuticals, Inc.*, C.A. No. 2020-1069-MTZ; and (vi) proceeds received by any Obligor of any additional litigation claims brought by the Obligors before or after the Petition Date.<br><br>The obligations of the Intercompany Borrowers under the Intercompany Facility shall, subject to local law limitations, regulatory consents and requirements, corporate benefit, financial assistance, existing contractual restrictions/prohibitions and other limitations to be agreed, be (a) guaranteed by each Intercompany Borrower and its subsidiaries that receives, directly or indirectly, proceeds from the Intercompany Facility (the "Intercompany | |

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| | Beneficiaries"), and (b) secured by a first priority lien in all the assets of such Intercompany Beneficiaries and Intercompany Borrowers, including proceeds of any litigation claims brought by any Intercompany Beneficiary or Intercompany Borrower, as applicable. For the avoidance of doubt, perfection of such security interests shall be effectuated on or prior to the funding of the Intercompany Facility, unless otherwise agreed by the Initial DIP Lender in its sole discretion. | |
| **ADEQUATE PROTECTION FOR PREPETITION CLAIMS**<br><br>Bankruptcy Rule 4001(c)(1)(B), 4001(c)(1)(B)(ii) | Not applicable | Not applicable |
| **CARVE OUT**<br><br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(F) | The "Carve-Out" shall be as described in the Interim DIP Order and shall be in an amount equal to (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee, (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $75,000, (iii) all unpaid claims for fees, costs, disbursements and expenses of professionals whose retention by the Debtors is approved by the Bankruptcy Court pursuant to Sections 327, 328, or 363 of the Bankruptcy Code and professionals retained by any Committee incurred at any time on or prior to the delivery of a Trigger Notice in accordance with the DIP Budget and (iv) Professional Fees incurred after the delivery of a Trigger Notice in an amount not to exceed $350,000 for Debtor Professionals and Committee Professionals, but in each case only to the extent that payment of such fees and expenses is subsequently allowed on a final basis by the Bankruptcy Court. | DIP Term Sheet ¶ 25; Interim Order ¶ 4 |
| **PREPETITION LIEN VALIDITY** | Not applicable | Not applicable |

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| Bankruptcy Rule 4001(c)(1)(B), 4001(c)(1)(B)(iii), (vii) | | |
| **SUPER-PRIORITY CLAIMS**<br>Bankruptcy Rule 4001(c)(1)(B)(i) | Subject only to the Carve-Out (as defined below), all DIP Obligations at all times will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases pursuant to section 364(c)(1), having priority over all claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in the Chapter 11 Cases or any successor case(s) thereto (the "DIP Superpriority Claims"). | DIP Term Sheet ¶ 23; Interim Order ¶ 5 |
| **COVENANTS:**<br>Bankruptcy Rule 4001(c)(1)(B) | Affirmative Covenants are set forth in Annex II to the DIP Term Sheet.<br><br>Negative Covenants are set forth in Annex III to the DIP Term Sheet. | DIP Term Sheet ¶¶ 27, 28 |
| **EVENTS OF DEFAULT**<br>Bankruptcy Rule 4001(c)(1)(B); Local Bankruptcy Rule 4001-2(a)(i)(M) | The Events of Default are as follows:<br><br>(a) Nonpayment. Failure by the Borrower to pay (i) any principal on the DIP Loans when due or (ii) any interest, other fee, charge, amount or liability.<br><br>(b) Breach of Representation. Any representation or warranty made or deemed made by any Obligor shall prove to have been incorrect or misleading in any material respect on the date when made or deemed to have been made;<br><br>(c) Noncompliance. The failure by any Debtor to observe or perform any covenant, condition or agreement in this | DIP Term Sheet ¶ 31 |

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| | DIP Term Sheet or the DIP Loan Documents (other than those specified in clauses (a) and (b) above) and such failure shall continue unremedied for a period of 5 days, except that no such grace period shall apply with respect to the failure to observe or performance of any (i) Milestone, (ii) negative covenant, or (iv) affirmative covenant listed under clauses (a), (b), (c), (d), (f), (g), (h), (i), (j), (k), (m), (n), (o), (t), and (u) of Annex II.<br><br>(d) Budget. (i) The proceeds of any DIP Loan or Cash Collateral shall have been expended in a manner which is not in accordance with the DIP Budget (subject to Permitted Variances) or is not a Permitted Use, (ii) the Variance from the then-current DIP Budget shall exceed the Permitted Variances or (iii) the Obligors shall fail to deliver the requisite reporting.<br><br>(e) Cayman Islands Proceedings. Any party or the Grand Court of the Cayman Islands shall take any action in that certain winding-up proceeding before the Cayman Court bearing the caption *Unicorn Biotech Ventures One Ltd. (in its capacity as general partner of Rigmora Biotech Investor One Ltd. and Unicorn Biotech Ventures Two Ltd. (in its capacity as general partner of Rigmora Biotech Investor Two Ltd.) v. ATP III GP, Ltd. (in its capacity as general partner of ATP Life Science Ventures, L.P.)*, Case. No. [2025] CIGC (FSD) 124, or in any other insolvency or winding-up proceeding in the Cayman Court or any other court of competent jurisdiction, in respect of the Debtors or any of their affiliates (including, but not limited to, Braeburn Inc. and Braeburn MSL, LLC).<br><br>(f) Modification of Stay. The Bankruptcy Court shall grant, or any party shall | |

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| | request and the Debtors shall not oppose, any motion to modify the automatic stay in the Chapter 11 Cases to permit any action to be taken in any winding-up or insolvency proceeding in respect of the Debtors or any of their affiliates (including, but not limited to, Braeburn Inc. and Braeburn MSL, LLC) other than the Chapter 11 Cases.<br><br>(g) Defaults. The default by any Obligor under any debt instrument entered into by any Obligor after the Petition Date, including, but not limited to, (i) any default under the Intercompany Facility by any Intercompany Borrower, and (ii) any default by Braeburn Inc. under that certain Loan and Security Agreement dated as of September 29, 2023, by and between Braeburn Inc. and Hercules Capital Inc., as it may be modified or amended from time to time.<br><br>(h) ERISA Events. The failure by any Obligor to meet its obligations under ERISA with the effect of triggering a Material Adverse Effect.<br><br>(i) Bankruptcy Matters.<br><br>i. DIP Orders. The DIP Orders shall (x) cease to create valid and perfected liens on the DIP Collateral with such priority required by this DIP Term Sheet and the DIP Loan Documents, (y) shall cease to be in full force and effect, or (z) be amended, supplemented, stayed, vacated or otherwise modified without consent of the DIP Agents and the DIP Lenders.<br><br>ii. Obligations under DIP Orders. The failure of any Debtor to perform any of its obligations under the DIP Orders or any violation of any of the terms of the DIP Orders, | |

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| | subject to any applicable grace or cure periods set forth therein.<br><br>iii. Prepetition and Administrative Claims. The Debtors shall file a motion seeking, or the Bankruptcy Court shall enter, subsequent to the date of execution of this DIP Term Sheet, an order (i) approving payment of any prepetition claim other than (x) as included in the DIP Budget or (y) otherwise consented to by the Requisite DIP Lenders in writing; (ii) granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets of the Debtors; (iii) approving any settlement or other stipulation with any secured creditor of any Debtor providing for payments as adequate protection or otherwise to such secured creditor or (iv) approving payment of any administrative expense claim other than (x) as included in the DIP Budget or (y) otherwise consented to by the Requisite DIP Lenders in writing.<br><br>iv. Appointment of Trustee or Examiner. An order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court appointing, or the Debtors, or any affiliate of the Debtors shall file an application for an order with respect to any Chapter 11 Case seeking the appointment of, (i) a trustee under section 1104 or (ii) an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy | |

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| | Code, or the Debtors shall consent or acquiesce to such appointment.<br><br>v. Appointment of Equity Committee. Any official committee of equity security holders shall have been appointed in the Chapter 11 Cases.<br><br>vi. Dismissal of Chapter 11 Cases. An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases which does not contain a provision for payment in full of all DIP Obligations.<br><br>vii. Conversion of Chapter 11. The conversion of any of the Chapter 11 Cases from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code, or if any Debtor files a motion or other pleading seeking the conversion of any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise.<br><br>viii. Change in Venue. An order shall be entered by the Bankruptcy Court with the effect of changing the venue in which any of the Chapter 11 Cases shall proceed, or if any Debtor files a motion or other pleading seeking to change the venue of any of the Chapter 11 Cases<br><br>ix. Certain Motions with Respect to Chapter 11 Case. The bringing of a motion or application by any of the Debtors in the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in the Chapter 11 Cases without the express prior written consent of the Requisite DIP Lenders (and, with respect to any provisions that | |

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| | materially affect the rights or duties of the DIP Agents, the DIP Agents), (i) to obtain additional post-petition financing under section 364 of the Bankruptcy Code that does not provide for the payment of all DIP Obligations (including the MOIC Amount) in full immediately upon the consummation of such financing; (ii) to revoke, reverse, stay, modify, supplement, or amend any of the DIP Orders in a manner inconsistent with the DIP Term Sheet or the DIP Loan Documents that is not otherwise consented to by the Requisite DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agents, the DIP Agents); (iii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Debtors equal or superior to the priority of the DIP Loans (other than the Carve-Out) or (iv) to grant or permit the grant of a lien on the DIP Collateral (other than a Permitted Lien) that is senior to the DIP Liens.<br><br>x. Application for Order by Third Party. An application for any of the orders described in clauses (d), (h)(iii), (h)(iv), (h)(v), (h)(vi), (h)(vii), and (h)(viii) of this section shall be made by a person other than the Debtor and such application is not contested by the Debtor in good faith or any person obtains a non-appealable final order charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the | |

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| | DIP Agents or the DIP Lenders or obtains a final order adverse to the DIP Agents or the DIP Lenders.<br><br>xi. Right to File Chapter 11 Plan. (1) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of the Debtors to file a plan of reorganization in the Chapter 11 Cases pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Requisite DIP Lenders; or (2) the filing of a motion seeking to terminate or modify the exclusive right of the Debtors to file a plan of reorganization unless actively contested by the Debtors.<br><br>xii. Filing of Chapter 11 Plan. The filing of any plan of reorganization or liquidation that is not an Approved Plan or disclosure statement that is not an Approved Disclosure Statement, or any amendment, modification or supplement to such plan or disclosure statement, by the Debtors.<br><br>xiii. Approval of Disclosure Statement and Plan. The entry of an order in any of the Chapter 11 Cases approving a disclosure statement in respect of a plan other than an Approved Disclosure Statement, or the entry of an order confirming a plan of reorganization or liquidation other than an Approved Confirmation Order.<br><br>(j) Liens. (i) The Debtors shall attempt to invalidate, reduce, or otherwise impair the liens or security interests of the DIP Agents and/or the DIP Lenders or to subject any DIP Collateral to assessment pursuant to section 506(c) of | |

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| | the Bankruptcy Code; (ii) any DIP Lien created by the DIP Term Sheet, the DIP Loan Documents or the DIP Orders with respect to DIP Collateral shall, for any reason, cease to be valid; or (iii) any action is commenced by the Debtors that contests the validity, perfection, or enforceability of any of the DIP Liens of the DIP Agents and/or the DIP Lenders created by the DIP Term Sheet, the DIP Loan Documents or the DIP Orders.<br><br>(k) Judgments. Any court shall have entered a judgment against any Obligor, unless the effectiveness of such judgment is subject to a stay, in excess of $50,000.<br><br>(l) Right to Credit Bid. (a) any Debtor files a motion or application seeking, or the entry of an order precluding the DIP Agents or the DIP Lenders (or any designee thereof) from having the right to or being permitted to "credit bid" any amount of the DIP Obligations with respect to the assets of the Debtors or (b) the Bankruptcy Court enters an order prohibiting, restricting, precluding, or otherwise impairing the unqualified right of the DIP Agents or the DIP Lenders (or any designee thereof) from having the right to or being permitted to "credit bid" any amount of the DIP Obligations, with respect to the assets of the Debtors.<br><br>(m) Sale of Debtor's Assets. An order is entered approving the sale of any of any Debtor's assets either through a sale under section 363 of the Bankruptcy Code, through a plan confirmed by the Bankruptcy Court in the Chapter 11 Cases, or otherwise, or an order is entered relating to such sale, (including, but not limited to, an order approving sale procedures), that does not provide for indefeasible payment in full of the DIP Obligations on the effective or | |

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| | closing date of such sale.<br><br>(n) Invalidation of Claims. Any Debtor shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Debtor) any other person's motion to disallow in whole or in part the DIP Superpriority Claims or contest any provision of the DIP Term Sheet, the DIP Orders or the DIP Loan Documents.<br><br>(o) Modifications. An Approved Plan or the Approved Confirmation Order is amended, supplemented, or otherwise modified in a manner that materially affects the rights or duties of the DIP Lenders and/or the DIP Agents without the prior written consent of the Requisite DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agents, the DIP Agents).<br><br>(p) Withdrawal or Termination of Approved Plan. The withdrawal or termination of the Approved Plan without the prior written consent of the Requisite DIP Lenders.<br><br>(q) Stakeholder Settlement. One or more of the Debtors enters into any material settlement with any stakeholder or affiliate of a stakeholder or any settlement involving any material assets of the Debtors or their subsidiaries, that in each case is not approved in writing by the Requisite DIP Lenders.<br><br>(r) Change of Control. The failure of any Restricted Subsidiary (as defined in Exhibit I-A to Annex I) to be directly or indirectly controlled by the Borrower, | |

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| | the failure of the Borrower to be directly or indirectly controlled by ATP III GP, Ltd., and the failure of (x) ATP III GP, Ltd. or (y) Apple Tree Venture Management, LLC to be directly or indirectly controlled by Dr. Seth L. Harrison (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote 51% or more of the capital stock having ordinary voting power for the election of members of the Board of Directors of such persons or (b) to direct or cause the direction of the management and policies of that Person, whether through the ability to exercise voting power, by contract or otherwise (a "Change of Control").<br><br>(s) Braeburn Actions. (a) the Hercules Facility or the RPA is amended, restated, supplemented, waived or otherwise modified in any respect, or (b) Braeburn, Inc. or Braeburn MSL, LLC incurs any additional Indebtedness (as defined in Exhibit I-A to Annex I), in each case without the prior written consent of the Initial DIP Lender, in its sole discretion.<br><br>(t) LP Transfer. Any investor in ATP Life Science Ventures, L.P. or any other Obligor assigns, transfers, pledges, hypothecates or otherwise disposes of all or any portion of its interest in such Obligor, or any economic, voting, or other rights therein, without the prior written consent of the Initial DIP Lender, in its sole discretion. | |
| **REMEDIES**:<br><br>Local Bankruptcy Rule 4001-2(a)(i)(S) | Immediately upon the occurrence and during the continuation of an Event of Default, the DIP Agents shall:<br><br>(a) (i) terminate, reduce or restrict any | DIP Term Sheet ¶ 32; Interim Order ¶ 9 |

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| | further Commitment Amount to the extent any such commitment remains, (ii) declare all DIP Obligations to be immediately due and payable without demand, protest, or other notice of any kind, all of which are expressly waived by the Obligors, (iii) terminate, reduce, or restrict the Debtors' use of Cash Collateral (including, without limitation, by sending any control activation notices to depository banks pursuant to any control agreement); and (iv) terminate the DIP Loan Documents as to any future liability or obligation of the DIP Agents and the DIP Lenders, but without affecting any of the DIP Liens or the liabilities or obligations of any Obligor, and<br><br>(b) following the delivery of five (5) days' prior written notice to the Debtors (and their counsel), the Committee, and the US Trustee (such period, the "Remedies Notice Period"), exercise all rights and remedies provided for in this DIP Term Sheet and the DIP Loan Documents or at law, including (a) foreclose upon the DIP Collateral, (including rights to set off or apply any amounts in any bank accounts that are a part of the DIP Collateral) (b) enforce any and all rights against the DIP Collateral in its possession or otherwise, including, without limitation, disposition of the DIP Collateral and application of net cash proceeds thereof to satisfaction of the DIP Obligations; and (c) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, this DIP Term Sheet, the DIP Loan Documents, or applicable law, *provided*, that no notice shall be required for any exercise of rights or remedies (i) to block or limit withdrawals from any bank accounts that are a part of the DIP Collateral | |

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| | (including, without limitation, by sending any control activation notices to depositary banks pursuant to any control agreement), and (ii) in the event the obligations under the DIP Facility have not been repaid in full in cash on the Scheduled Maturity Date. During the Remedies Notice Period, the only basis on which the Debtors, the Committee, any other party in interest, or the US Trustee shall be entitled to seek an emergency hearing before the Bankruptcy Court shall be to contest whether an Event of Default under the DIP Loan Documents has occurred and/or is continuing.<br><br>Each Obligor hereby grants to the DIP Agents, effective upon an Event of Default, an irrevocable, non-exclusive, worldwide, fully assignable and sublicenseable, license, (exercisable without payment of royalty or other compensation to any Obligor), under all applicable Intellectual Property rights, to use, commercialize, exploit or sublicense any or all Intellectual Property included in the DIP Collateral, rights under Intellectual Property Licenses, computer hardware and software, and including in such license, access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof, the right to prosecute and maintain all Intellectual Property and the right to sue for past, present or future infringement of the Intellectual Property, for the purpose of enabling the DIP Agents to exercise all rights and remedies provided for it in the DIP Credit Documents; provided that such license and sublicenses, (x) with respect to Trademarks, shall be subject to the maintenance of quality standards with respect to the goods and services in connection with which such Trademarks are used sufficient under applicable law to | |

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| | preserve the validity and enforceability of such Trademarks, and the inurement of any goodwill created by the use of such Trademarks to the benefit of the applicable Obligor and (y) with respect to Trade Secrets, shall be subject to the requirement that the secrecy and confidentiality of such Trade Secrets be maintained and reasonable measures are taken to ensure such maintenance. Each Obligor shall cooperate with the DIP Agents and the DIP Lenders in their exercise of rights and remedies, whether against the DIP Collateral or otherwise. | |
| **SECTION 506(C)/MARSHALING WAIVER**<br>Bankruptcy Rule 4001(c)(1)(B)(x); Local Bankruptcy Rule 4001-2(a)(i)(V)-(X) | The Final DIP Order shall include waivers of the Obligors' rights under sections 506(c) and 552(b) of the Bankruptcy Code and of any other person's right to assert the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral. | DIP Term Sheet ¶ 35; Interim Order ¶¶ 10, 11 |
| **LIENS ON CHAPTER 5 CLAIMS**<br>Bankruptcy Rule 4001(c)(1)(B)(xi); Local Bankruptcy Rule 4001-2(a)(i)(U) | The Final DIP Order shall grant the DIP Secured Parties a first priority security interest and lien on all Avoidance Proceeds from Avoidance Actions. | DIP Term Sheet ¶ 24; Interim Order ¶ 6 |
| **INDEMNIFICATION**<br>Bankruptcy Rule 4001(c)(1)(B)(ix) | Obligors will indemnify the DIP Agents and the DIP Lenders and each of their affiliates and respective related parties (each an "Indemnitee"), and hold each of them harmless from and against any and all losses, claims, damages, liabilities, taxes, penalties and related expenses (including, without limitation, the fees, charges and disbursements of any counsel for any Indemnitee), or asserted against any Indemnitee by any Obligor or by any other person arising out of the DIP Facility and the transactions contemplated thereby. | DIP Term Sheet ¶ 35; Interim Order ¶ G(vi) |
| **RELEASE OF CLAIMS**<br>Bankruptcy Rule 4001(c)(1)(B)(viii) | The Final DIP Order shall include customary releases and exculpation of the DIP Agents and the DIP Lenders (and each of their representatives). | DIP Term Sheet ¶ 35; Interim Order ¶ 20 |

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| **EXPENSES**<br><br>Local Bankruptcy Rule 4001-2(a)(i)(K) | Upon entry of the Interim DIP Order, the Final DIP Order, and thereafter on a monthly basis, the Obligors will reimburse in cash (a) the DIP Lenders for their reasonable and documented out-of-pocket transaction expenses in connection with the Chapter 11 Cases, the DIP Facility, and the transactions related thereto and hereto, including but not limited to (i) the preparation, negotiation, execution and entry of the DIP Loan Documents, including any amendment or waiver thereof, (ii) administration and enforcement of the DIP Loans Documents, and (iii) any work performed in connection with the Plan Term Sheet, Disclosure Statement, and Approved Plan, and (b) all reasonable and documented out-of-pocket expenses of the DIP Agents associated with the administration of the DIP Facility, the Plan Term Sheet, the Disclosure Statement, the Approved Plan, and the Chapter 11 Cases, in each case including, but not limited to the fees and disbursements of Cleary Gottlieb Steen & Hamilton LLP, local counsel, and financial and accounting advisors. | DIP Term Sheet ¶ 35; Interim Order ¶ 17 |
| **MILESTONES**<br><br>Bankruptcy Rule 4001(c)(1)(B)(vi); Local Bankruptcy Rule 4001-2(a)(i)(H) | Within the time periods set forth below, Obligors shall perform each action with respect to the Chapter 11 Cases of each of the Debtors (the "DIP Milestones"), subject to waiver by consent of the Initial DIP Lender:<br><br>• The Debtors shall have filed a motion seeking entry of an order approving the Exit Financing Work Fee on or before the date on which the Debtors file a motion seeking Bankruptcy Court approval of the DIP Facility.<br><br>• The Bankruptcy Court shall have entered the Interim DIP Order in form and substance satisfactory to the Initial DIP Lender in its sole discretion no later than February 23, 2026.<br><br>• The Bankruptcy Court shall have entered the Final DIP Order and the Exit Financing Work Fee Order, in each case in form and substance satisfactory to the Initial DIP | DIP Term Sheet ¶ 30 |

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| | Lender in its sole discretion, no later than April 8, 2026.<br><br>• The Debtors shall deliver to the DIP Lenders a draft plan of reorganization (and disclosure statement no later than March 15, 2026; for the avoidance of doubt such Approved Plan shall provide for indefeasible payment in full of the DIP Obligations on the Effective Date in cash or in equity as provided herein and in the DIP Loan Documents.<br><br>• The Debtors shall file the Plan and Disclosure Statement, in each case in form and substance acceptable to the Requisite DIP Lenders no later than March 30, 2026.<br><br>• The Bankruptcy Court shall have entered an order approving the Disclosure Statement for the Approved Plan, which order shall be in form and substance acceptable to the Requisite DIP Lenders, no later than May 11, 2026.<br><br>• The Bankruptcy Court shall have entered an order confirming the Approved Plan, which order shall be in form and substance acceptable to the Requisite DIP Lenders no later than June 22, 2026 and the Effective Date shall occur no later than July 5, 2026. | |

**NEED FOR FINANCING**

23. In the event that the Funding Motion is not granted in any respect, or would be conditioned on the imposition of terms or conditions that would result in the unreasonable expenditure of estate resources or delay in achieving a confirmable plan of reorganization, the Debtors urgently need immediate access to funds available under the DIP Loan. Rigmora's actions made the Debtors' financial situation particularly acute. The Debtors need funding to avoid immediate and irreparable harm to the Debtors, their estates, their creditors, and other parties-in-

interest, and to enable the Debtors to have sufficient liquidity to operate and to restructure. Without immediate access to the DIP Loan, the Debtors would be forced to immediately liquidate their assets, which would irreparably damage the Debtors' efforts to preserve value available for distribution to its stakeholders. Accordingly, the Debtors strongly urge the Court to authorize the DIP Loan on the terms contemplated herein, initially on an interim basis and, following a Final Hearing, on a final basis.

## BASIS FOR RELIEF

### A. THE DEBTORS SHOULD BE PERMITTED TO OBTAIN POST-PETITION FINANCING PURSUANT TO SECTION 364(C) OF THE BANKRUPTCY CODE.

24. Section 364(c) of the Bankruptcy Code provides as follows:

> (c) If the trustee [or debtor in possession] is unable to obtain unsecured credit allowable under § 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt –
>
> (1) with priority over any and all administrative expenses of the kind specified in § 503(b) or 507(b) of this title;
>
> (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
>
> (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

25. Courts grant a debtor-in-possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g.*, *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("[C]ourts will almost always defer to the business judgment of a debtor in the selection of the lender."); *Trans World Airlines, Inc. v. Travelers Int'l AG* (*In re Trans World Airlines, Inc.*), 163 B.R. 964, 974

(Bankr. D. Del. 1994) (approving post-petition credit facility because such facility "reflect[ed] sound and prudent business judgment"); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under Section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party in interest.").

26. Specifically, to determine whether the business judgment standard is met, a court need only "examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess debtor's business decision when that decision involves "a business judgment made in good faith, upon a reasonable basis, and within the scope of the debtor's authority under the [Bankruptcy] Code"). Bankruptcy courts routinely accept a debtor's business judgment on many business decisions, including the decision to borrow money. *See, e.g., Group of Inst. Investors v. Chicago, Mil., St. P. & Pac.*, 318 U.S. 523, 550 (1943) (holding that decisions regarding assumption or rejection of leases are left to the business judgment of the debtor); *In re Simasko Prod. Co.*, 47 B.R. 444, 449 (D. Colo. 1985) ("[b]usiness judgments should be left to the board room and not to this Court"). Further, one court has noted that "[m]ore exacting scrutiny [of the debtors' business decisions] would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

27. Bankruptcy courts generally will defer to a debtor in possession's business judgment regarding the need for and the proposed use of funds, unless such decision is arbitrary and capricious, *see In re Curlew Valley Assocs*., 14 B.R. 506, 511-14 (Bankr. D. Utah 1981) (discussing deference generally to the trustee of an estate); *see also Trans World Airlines, Inc*., 163 B.R. at 974 (approving interim loan, receivables facility and asset-based facility based upon prudent business judgment of the debtor), and generally will not second-guess a debtor in possession's business decisions involving "a business judgment made in good faith, upon a reasonable basis, and within the scope of his authority under the Code." *Curlew Valley*, 14 B.R. at 513-14 (footnotes omitted). "More exacting scrutiny would slow the administration of the debtor's estate and increase its costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

28. Further, in considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (while terms favored DIP lenders, "taken in context, and considering the relative circumstances of the parties," court found them to be reasonable); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing debtor may have to enter into "hard bargains" to acquire funds for its reorganization). The Court may also appropriately take into consideration the non-economic benefits to the Debtors offered by a proposed postpetition facility. For example, in *In re ION Media Networks. Inc.*, the bankruptcy court for the Southern District of New York held that:

> Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to

> obtain credit from a particular lender is almost never based purely on economic terms. Relevant features of the financing must be evaluated, including non-economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization. This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

No. 09-13125, 2009 WL 2902568, at *4 (Bankr. S.D.N.Y. July 6, 2009).

29. Additionally, a debtor is not required to seek credit from every possible source: "the statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable." *Bray v. Shenandoah Fed. Sav. & Loan Ass'n* (*In re Snowshoe Co.*), 789 F.2d 1085, 1088 (4th Cir. 1986). Rather, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of section 364(c). *Id.*; *see also In re Ames*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990). Where there are few lenders likely to be able and willing to extend the necessary credit to the debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988).

30. The Debtors have satisfied the requirements of sections 364(c) because, under current circumstances, the Debtors are unable to obtain credit other than as provided in this Motion. Specifically, the Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative claim, and the DIP Lender is unwilling to provide financing without the protection of a lien and super-priority claim. The Debtors' determination to move forward with the DIP Facility is also an exercise of their sound business judgment following an exhaustive, arm's-length process and careful evaluation of potential alternatives. Specifically, and in the face of insufficient cash on hand, the Debtors and their advisors determined that the Debtors would require postpetition financing to support their operational and chapter 11 activities. The

Debtors, with the assistance of their advisors, underwent an exhaustive and competitive prepetition process for selecting DIP financing. The Debtors and the DIP Secured Parties negotiated the DIP Loan in good faith, at arm's-length, and with the assistance of their respective advisors, and the Debtors believe that they have obtained financing on the best available terms. On the basis of the foregoing, the Debtors submit that entry into the DIP Facility and the DIP Loan Documents is in the best interests of the Debtors' creditors, is necessary to preserve the value of estate assets, and is an exercise of the Debtors' sound and reasonable business judgment.

### B. THE DEBTORS SHOULD BE AUTHORIZED TO OBTAIN POSTPETITION FINANCING ON A SECURED SUPERPRIORITY BASIS.

31. The Debtors propose to obtain financing under the DIP Facility by providing security interests and liens as set forth in the DIP Loan Documents pursuant to sections 364(c)(2) and (c)(3) of the Bankruptcy Code. Specifically, subject to the Carve-Out, the Debtors propose to provide (i) valid, enforceable, first priority, fully perfected security interests in and liens upon all of the DIP Collateral (other than the Excluded Collateral) that is not encumbered as of the Petition Date pursuant to section 364(c)(2) of the Bankruptcy Code, with priority over any and all other administrative expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever and (ii) pursuant to Bankruptcy Code section 364(c)(3), valid, binding, enforceable, non-avoidable and fully-perfected security interests in and continuing liens on all of the DIP Obligors' rights, title and interests in all of their property, whether now existing or hereafter acquired, that is subject to valid, perfected, enforceable and unavoidable lien or security interest on the Petition Date or subject to a valid lien or security interest in existence on the Petition Date that is perfected subsequent thereto as expressly permitted by Section 546(b) of the Bankruptcy Code (other than

Excluded Collateral). In other words, the DIP Facility will be secured by substantially all of the Debtors' assets.

32. The statutory requirement for obtaining postpetition credit under section 364(c) is a finding, made after notice and hearing, that a debtor is "unable to obtain unsecured credit allowable under section 503(b)(1) of [the Bankruptcy Code]." *See In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained). Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

a) the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;

b) the credit transaction is necessary to preserve the assets of the estate; and

c) the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

*See In re Ames Dep't Stores*, 115 B.R. at 37–40 ; *see also In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988); *Crouse Grp.*, 71 B.R. at 549.

33. As described above and as set forth in the First Day Declarations and the DIP Declaration, the Debtors are in need of an immediate capital infusion. The Debtors canvassed the market and received several competitive proposals. Throughout the Debtors' search for new financing, no prospective lender indicated willingness to provide financing on an unsecured basis, nor did the Debtors' advisors believe that such financing was likely to be available under these circumstances. Without postpetition financing, the Debtors lack sufficient funds to operate their businesses and cover the projected costs of these Chapter 11 Cases, absent significant and value-destructive litigation with Rigmora.

34. Given the Debtors' circumstances, the Debtors believe that the terms of the DIP Facility, as set forth in the DIP Orders and the other DIP Loan Documents, are fair, reasonable, and adequate. For the reasons set forth above and herein, the Debtors submit that they have met the standard for obtaining postpetition financing on a secured basis.

35. The granting of superpriority administrative claim status to the DIP Facility is also warranted here. In the event that a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c)(1) of the Bankruptcy Code provides that a court "may authorize the obtaining of credit or the incurring of debt (a) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of the [Bankruptcy Code.]" As described above, the Debtors are unable to obtain unsecured credit. Therefore, approving a superpriority claim in favor of the DIP Lender is reasonable and appropriate.

### C. THE DEBTORS SHOULD BE AUTHORIZED TO PAY THE FEES REQUIRED BY THE DIP SECURED PARTIES UNDER THE DIP LOAN DOCUMENTS.

36. Under the DIP Loan Documents, the Debtors have agreed to pay certain fees to the DIP Secured Parties pursuant to the DIP Loan Documents. Such fees include (i) a 1.00% upfront fee, (ii) a 2.00% undrawn fee, and (iii) a 5.00% exit fee. In addition, the Debtors have agreed to pay the reasonable, documented fees, costs and expenses incurred or accrued by the DIP Secured Parties in connection with any and all aspects of the Chapter 11 Cases, including, without limitation, the reasonable, documented fees and expenses of legal counsel and other professionals.

37. Such fees effectively compensate the DIP Agent and Lenders for their commitment to provide the DIP Facility on the terms described in the DIP Term Sheet, and the funding of the DIP Loans. These fees were negotiated in good faith and at arms' length and represent the most

favorable terms available to the Debtors or on which the DIP Lenders would agree to make the DIP Facility available.

38. The Debtors considered these fees when determining in their sound business judgment that the DIP Facility constituted the best terms of which the Debtors could obtain the postpetition financing necessary to continue their operations and restructure. As set forth in the DIP Declaration, the fees are integral components of the overall terms of the DIP Facility, and were required by the DIP Agent and Lenders as consideration for the extension of postpetition financing. Accordingly, the Court should authorize the Debtors to pay the fees provided under the DIP Loan Documents.

### D. THE DIP LENDER SHOULD BE DEEMED A GOOD-FAITH LENDER UNDER SECTION 364(E).

39. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

40. As explained herein and in the DIP Declaration, the DIP Loan Documents are the result of: (a) the Debtors' reasonable and informed determination that the DIP Secured Parties offered the most favorable terms on which to obtain vital postpetition financing and (b) extended arm's-length, good-faith negotiations between the Debtors and the DIP Secured Parties. The Debtors submit that the terms and conditions of the DIP Loan Documents are reasonable and

appropriate under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being provided to any party to the DIP Loan Documents other than as described herein. Accordingly, the Court should find that the DIP Lenders is a "good faith" lender within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

**E. INTERIM ORDER AND FINAL HEARING.**

41. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, and fix the time and date prior to the Final Hearing for parties to file objections to the Motion.

42. The urgent need to preserve wind down value, and avoid immediate and irreparable harm to the Debtors' estates, makes it imperative that the Debtors be authorized to access the DIP Loan, pending the Final Hearing, in order to continue their operations and to allow the Debtors to administer their cases. Without the ability to make draws under the DIP Loan, the Debtors would be unable to meet their obligations in the wind down, thus causing irreparable harm to the Debtors and the value of these estates available for distribution to all stakeholders, including Debtors' customers and other creditors. Accordingly, the Debtors respectfully request that, pending the hearing on a Final Order, the Interim Order be approved in all respects and that the terms and provisions of the Interim Order be implemented and be deemed binding and that, after the Final Hearing, the Final Order be approved in all respects and the terms and provisions of the Final Order be implemented and be deemed binding.

**NOTICE OF MOTION**

43. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the United States Trustee for the District of Delaware; (b) the Committee; (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue

Service; (e) the offices of the attorneys general in the states in which the Debtors operate; (f) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. Under the circumstances and given the nature of the relief sought in the Motion, the Debtors believe such notice constitutes due, sufficient and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c) and Local Rules 2002-1 and 4001-2. Thus, the Debtors believe no further notice is necessary, and the that the form, scope and timing of notice of the Motion were adequate and sufficient under the circumstances.

**NO PRIOR REQUEST**

44. No prior request for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors request that the Court enter the Interim Order and, after opportunity for a Final Hearing, the Final Order and grant such other and further relief as the Court deems appropriate.

Dated: February 13, 2026
Wilmington, Delaware

Respectfully submitted,

*/s/ Brett M. Haywood*

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# EXHIBIT A

## Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF DELAWARE**

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

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "DIP Motion")[2] of Apple Tree Life Sciences, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, and 506, of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Local Rule 4001-2(a), seeking entry of this interim order (this "Interim Order") and the Final Order (as defined herein and, together with this Interim Order, the "DIP Orders") among other things:

(i) authorizing ATP Life Science Ventures, L.P. (the "Borrower") to obtain postpetition financing (the "DIP Financing") pursuant to a secured, superpriority, term loan facility (the "DIP Facility" and all loans under such DIP Facility, collectively, the "DIP Loans," and each, a "DIP Loan") subject to the terms and conditions set forth in the term sheet attached hereto as **Exhibit 1** (as amended, restated, amended and

[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); Nine Square Therapeutics, Inc. (4503); and Nereid Therapeutics Incorporated (8493). 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 defined herein are given the meanings ascribed to such terms in the DIP Term Sheet.

restated, supplemented, or otherwise modified from time to time in accordance with the terms therein, the "DIP Term Sheet") by and among the Borrower, the Guarantors (as defined below), Funds managed by Oaktree L.P. (the "Initial DIP Lender") and any assignees thereof (collectively, the "DIP Lenders"), and Oaktree Fund Administration LLC as administrative agent and Alter Domus (US) LLC as administrative sub-agent (collectively in such capacities, together with any successors and permitted assigns, the "DIP Administrative Agent"), and Alter Domus (US) LLC as collateral agent (in such capacity, and together with any successors and permitted assigns, the "Collateral Agent" and together with the DIP Administrative Agent, the "DIP Agents" in respect of the DIP Facility and together with the DIP Lenders, the "DIP Secured Parties"), consisting of a delayed-draw senior secured superpriority term loan facility in an aggregate principal amount of up to $65,000,000 (the "Total Commitment Amount" and such commitments to lend the Total Commitment Amount, the "DIP Commitments"), of which up to $17,000,000 will be available in two separate borrowings of $7,000,000 (the "Initial Interim DIP Loan") and $10,000,000 (the "Final Interim DIP Loan," together with the Initial Interim DIP Loan, the "Interim DIP Loans" and the amount thereof, the "Interim Amount") upon entry of this Interim Order and satisfaction of certain conditions pursuant to the DIP Term Sheet, and the remainder will be available upon entry of the Final Order and satisfaction of certain conditions pursuant to the DIP Term Sheet;

(ii) authorizing the Borrower to incur, and the other Debtors to jointly and severally guarantee (such Debtors, in this capacity, the "Guarantors" and, together with the Borrower, the "Obligors") the DIP Loans, and all extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, the Upfront Fee, the Undrawn Fee, the Exit Fee, and the MOIC Amount, as defined in the DIP Term Sheet), costs, expenses, and other liabilities and obligations (including indemnities and similar obligations, whether contingent or absolute) due or payable under the DIP Loan Documents (as defined below) (collectively, the "DIP Obligations");

(iii) authorizing the Borrower to use proceeds of the DIP Facility in accordance with the DIP Loan Documents (as defined below), including to advance amounts to certain non-Debtor subsidiaries listed on Schedule 1 to the DIP Term Sheet (the "Intercompany Borrowers"), by way of senior secured intercompany loans (the "Intercompany Facility" and all loans advanced thereunder, the "Intercompany Facility Loans"), in accordance with the DIP Term Sheet;

(iv) authorizing the Obligors to execute, deliver, and perform their respective obligations under the DIP Term Sheet and all other documents and instruments that may be reasonably requested by the DIP Secured Parties in connection with the DIP Facility, including not limited to, security and pledge agreements, deposit account control agreements and security account control agreements (together with the DIP Term Sheet, and in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof, the "DIP Loan Documents") as may be necessary, appropriate, or desirable in

connection therewith, it being understood that any amendment, modification, or waiver that constitutes a material change, to be effective, must be approved by the Court;

(v) granting to the DIP Agents, for the benefit of themselves and the other DIP Secured Parties, allowed superpriority claims pursuant to section 364(c)(1) of the Bankruptcy Code;

(vi) granting to the DIP Collateral Agent, for the benefit of itself and the other DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected security interests and liens pursuant to sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code on the DIP Collateral (as defined below), on the terms described herein;

(vii) authorizing the DIP Administrative Agent and DIP Collateral Agent, acting at the direction of the Requisite DIP Lenders, to implement the terms of this Interim Order;

(viii) waiving, on an interim basis, (a) the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(ix) waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to the DIP Collateral for the benefit of any party other than the DIP Secured Parties on an interim basis;

(x) authorizing the Debtors to pay the DIP Obligations as they become due and payable in accordance with the DIP Loan Documents;

(xi) vacating and/or modifying the automatic stay solely to the extent necessary to permit the Debtors and the DIP Secured Parties to implement and effectuate the terms and provisions of the DIP Orders and the DIP Loan Documents;

(xii) waiving any applicable stay (including under Bankruptcy Rule 6004) solely to the extent necessary to implement and effectuate this Interim Order and, upon entry, the Final Order; and

(xiii) scheduling a final hearing (the "Final Hearing") within thirty (30) days of the Interim Hearing (as defined herein) to consider final approval of the DIP Facility on the terms of a proposed order (the "Final Order") to be posted to the docket prior to the Final Hearing.

This Court having considered the interim relief requested in the DIP Motion, the exhibits attached thereto, the available DIP Loan Documents, the DIP Declaration, the First Day Declaration, and the evidence submitted and arguments of counsel made at the interim hearing held on the DIP Motion on [February 19], 2026 (the "Interim Hearing"); and notice of the Interim

Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d), and all applicable Local Rules; and the Interim Hearing to consider the relief requested in the DIP Motion having been held and concluded; and all objections and reservations of rights, if any, to the interim relief requested in the DIP Motion having been withdrawn, resolved or overruled on the merits by this Court; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, otherwise is fair and reasonable, and essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' estates; and it appearing that the Debtors' entry into the DIP Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

**BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**[3]

A. Petition Date. On December 9, 2025 (the "Initial Petition Date"), ATP Life Science Ventures, L.P.; ATP III GP, Ltd.; and Apple Tree Life Sciences, Inc. filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. Subsequently, the following additional debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court on the following dates (the "Subsequent Petition Dates"):

(i) December 15, 2025: Red Queen Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Initial Therapeutics, Inc.; and Apertor Pharmaceuticals, Inc.

(ii) January 1, 2026: Nine Square Therapeutics, Inc. and Evercrisp Biosciences,

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Inc.

(iii) January 15, 2026: Nereid Therapeutics Incorporated.

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. This Court has jurisdiction over the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(a)-(b) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). This Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for the Chapter 11 Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(b), 363(c), 363(e), 363(m), 364(c), 364(d)(1), 364(e), and 503 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004 and 9014, and Local Rule 4001-2.

D. *Committee Formation.* On January 20, 2026, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors in these cases (the "Creditors' Committee"). *See* ECF No. 194.

E. *Notice*. The Interim Hearing was held pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). Notice of the DIP Motion and relief requested thereby and granted in this Interim Order has been provided to (a) the U.S. Trustee for the District of Delaware; (b) the Creditors' Committee; (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the offices of the attorneys' general in the states in which the Debtors operate; (f) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent

reasonably known to the Debtors; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. Under the circumstances, such notice of the Interim Hearing and the relief requested in the DIP Motion constitutes due, sufficient, and appropriate notice and complies with section 102(l) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing.

F. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all cash and cash equivalents of the Obligors, whenever and wherever acquired, and the proceeds of all DIP Collateral, or that otherwise constitutes or will constitute "cash collateral" of any of the DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Findings Regarding DIP Financing.*

(i) Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the Obligors to obtain financing pursuant to the DIP Loan Documents.

(ii) As set forth in the DIP Declaration and the First Day Declaration, the Debtors have demonstrated that incurring the DIP Financing is necessary to avoid immediate and irreparable harm to the Debtors' estates. The incurrence of the DIP Financing is necessary to, among other things, fund the Debtors' efforts and activities essential to the viability of these Chapter 11 Cases, permit the orderly continuation of the operation of their businesses, maintain business relationships with vendors, suppliers, and customers, make payroll, satisfy other working capital and operational needs, and fund administrative expenses of these Chapter 11 Cases. The ability of the Debtors to obtain sufficient working capital and liquidity under the DIP Loan Documents and other financial accommodations provided under the DIP Loan Documents is therefore necessary for the avoidance of such immediate irreparable harm to the Debtors' estates and to permit the Debtors to preserve

and maintain any going concern value. The Debtors and their Estates will, instead, suffer immediate and irreparable harm if immediate financing is not obtained. The terms of the DIP Facility are fair and reasonable, reflect the Debtors' exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

(iii) As set forth in the DIP Declaration and the First Day Declaration, the Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or secured financing on more favorable terms from sources other than the DIP Lenders under the DIP Loan Documents. The Debtors are also unable to obtain secured credit without granting the DIP Liens and the DIP Superpriority Claims (each as defined below) to the DIP Secured Parties on the terms and subject to the conditions set forth in this Interim Order and in the DIP Loan Documents.

(iv) Based on the representations and arguments made by the DIP Motion, and based on the DIP Declaration, the First Day Declaration and the record and argument presented to the Court at the Interim Hearing, the terms of the DIP Financing and the DIP Loan Documents are consistent with the Bankruptcy Code, are fair and reasonable, and reflect the Obligors' exercise of prudent business judgment consistent with their fiduciary duties under the circumstances.

(v) The DIP Financing, the DIP Term Sheet, and the DIP Facility, have been negotiated in good faith and at arm's length among the Obligors and the DIP Secured Parties, and all of the loans and other financial accommodations extended by the DIP Secured Parties to the Obligors under, in respect of, or in connection with, the DIP Financing and the DIP Loan Documents, shall be deemed to have been extended by the DIP Secured Parties in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and their respective

successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code.

(vi) The DIP Secured Parties have acted in good faith in connection with the negotiation, implementation, and documentation, and approvals contemplated by this Interim Order and the DIP Facility, including in respect of the granting of the DIP Liens, any challenges or objections to the DIP Facility or the use of DIP Collateral, the DIP Loan Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in the DIP Loan Documents, in an amount not to exceed the Interim Amount prior to the entry of the Final Order, including, without limitation, section 35 of the DIP Term Sheet.

(vii) The Borrower has prepared and delivered to the DIP Administrative Agent and the Initial DIP Lender an initial budget which the DIP Administrative Agent and the Initial DIP Lender have agreed is acceptable in form, scope, and substance (the "Initial Approved DIP Budget"), attached hereto as **Exhibit 2**. The Initial Approved DIP Budget reflects, among other things, the Debtors' total receipts and net disbursements for each calendar week covered thereby. The Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the DIP Loan Documents. In determining to extend postpetition financing under the DIP Loan Documents and this Interim Order, the DIP Secured Parties are relying, in part, upon the Obligors' undertaking to use proceeds of the DIP Facility in a manner consistent with the DIP Budget (including with respect to the Permitted Variance (as defined in the DIP Term Sheet). Subsequent to the Initial Closing Date (as defined in the DIP Term Sheet), on the Friday of every fourth week, the Borrower shall deliver to the DIP Administrative Agent an updated budget (the

"Updated DIP Budget") in form and substance reasonably satisfactory to the DIP Administrative Agent and the Initial DIP Lender, which shall include a reconciliation of the prior period's actual results to the corresponding period in the Updated DIP Budget. The term "DIP Budget" shall mean the Initial Approved DIP Budget until such time as an Updated DIP Budget is approved, following which such Updated DIP Budget shall constitute the DIP Budget until a subsequent Updated DIP Budget is so approved. If the Borrower and the Requisite DIP Lenders cannot agree on an updated budget, the then-current DIP Budget shall remain in effect unless and until a new DIP Budget is agreed to by the Borrower and the Requisite DIP Lenders.

H. *Immediate Entry*. Good and sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), (c)(2), and 6003. Absent the relief granted in this Interim Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the DIP Financing, in accordance with this Interim Order and the DIP Loan Documents, are therefore consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Interim Order comply with the requirements of Local Rule 4001-2.

I. Based upon the DIP Motion, the foregoing findings and conclusions, and the overall record before this Court, and after due consideration, and good and sufficient cause appearing thereof:

**IT IS HEREBY ORDERED THAT:**

1. *Motion Granted.* The DIP Motion is granted on an interim basis on the terms and conditions set forth in this Interim Order. The DIP Facility, in an amount up to the Interim Amount, is hereby authorized to the extent set forth herein. Any and all objections to entry of the Interim Order to the extent not withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled on the merits. This Interim Order shall become effective

immediately upon its entry.

2. *Authorization of the DIP Financing and the DIP Loan Documents.*

(a) The Obligors are hereby authorized to execute, deliver, enter into, and perform all of their obligations under the DIP Loan Documents and perform such other acts as may be necessary, appropriate, or desirable in connection therewith. The Borrower is hereby authorized to borrow the DIP Loans pursuant to the DIP Loan Documents, and the Guarantors are hereby authorized to guarantee the Borrower's obligations under the DIP Loan Documents, subject to any limitations set forth in the DIP Loan Documents. The proceeds of the DIP Loans shall be used for all purposes permitted under the DIP Loan Documents and this Interim Order and, subject to and in accordance with the applicable DIP Budget (subject to the Permitted Variance (as defined in the DIP Term Sheet)).

(b) The Borrower and the other Obligors are authorized to advance funds including proceeds from the DIP Facility to the Intercompany Borrowers, pursuant and subject to the terms of the Intercompany Facility, which borrowings shall be secured by the assets of the Intercompany Borrowers.

(c) In furtherance of the foregoing and without further approval of this Court, each Obligor is authorized to perform all acts, to make, execute, and deliver all instruments, certificates, agreements, charges, deeds and documents, execute or record pledge and security agreements, mortgages, financing statements and other similar documents, if any, and to pay all fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable in connection with the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Loan Documents and any other documents contemplated thereby and the payment of any fees,

expenses, or other amounts payable in connection therewith;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Loan Documents, in each case, in such form as the Obligors and the Requisite DIP Lenders may agree, it being understood that no further approval of this Court shall be required for any such amendments, waivers, consents or other modifications (i) that do not constitute a material change to the terms of the DIP Loan Documents and (ii) copies of which are served upon counsel for the Creditors' Committee and the U.S. Trustee. Any amendment, modification or waiver that constitutes a material change, to be effective, must be approved by the Court. For purposes hereof, a "material change" shall mean a change to a DIP Loan Document that operates to shorten the term of the DIP Facility or the maturity of the DIP Obligations, to increase the aggregate amount of the DIP Commitments of the DIP Lenders under the DIP Facility, to increase the rate of interest other than as currently provided in or contemplated by such DIP Loan Documents, to add specific Events of Default, or to enlarge the nature and extent of remedies available to the DIP Agents following the occurrence of an Event of Default. Without limiting the generality of the foregoing, no amendment of a DIP Loan Document that postpones or extends any date or deadline therein or herein (including, without limitation, the expiration of the term of the DIP Facility), nor any waiver of an Event of Default, shall constitute a "material change" and any such amendment may be effectuated by the Obligors and the Requisite DIP Lenders without the need for further approval of the Court. Any material change to the DIP Loan Documents shall be provided (either via e-mail if such parties have consented to email service or otherwise via regular mail) to the U.S. Trustee, counsel to the Creditors' Committee, and any parties requesting notice pursuant to Bankruptcy Rule 2002, and be filed with the Court, with the filing of such relief automatically triggering the right to a status

conference with the Court to determine scheduling a hearing to consider such relief. The foregoing shall be without prejudice to the Debtors' right to seek approval from the Court of a material change on an expedited basis; and the non-refundable payment to any of the DIP Secured Parties of all reasonable and documented fees in connection with the DIP Facility, including the Upfront Fee, the Exit Fee, the Undrawn Fee, and the MOIC Amount (including, subject to the review and invoice procedures in Paragraph 17 of this Interim Order, the reasonable and documented fees and out-of-pocket expenses of professionals retained by, or on behalf of, any of the DIP Secured Parties (the "DIP Lender Advisors") (collectively, the "DIP Fees and Expenses")) in each case, as provided in the DIP Loan Documents, without the need to file retention or fee applications; the payment of the foregoing shall be irrevocable, and shall be deemed to have been approved upon entry of this Interim Order, whether or not the transactions contemplated hereby are consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

3. *DIP Obligations*. Upon execution and delivery of the DIP Loan Documents, the DIP Loan Documents shall constitute legal, valid, binding and non-avoidable obligations of the Obligors, enforceable against each Obligor and its estate, and any successors thereto, including any trustee appointed in these Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon conversion of any of these cases, in any other proceeding superseding or related to any of the foregoing (collectively, the "Successor Cases"), or dismissal of these Chapter 11 Cases, in accordance with their respective terms and this Interim Order. Upon execution and delivery of the DIP Loan Documents, the DIP Obligations shall include all loans and any other indebtedness or

obligations, contingent or absolute, which may from time to time be owing by any of the Obligors to any of the DIP Secured Parties, in such capacities, in each case, under the DIP Loan Documents and this Interim Order, including all principal, interest, costs, fees, expenses, premiums, indemnities and other amounts. The Obligors shall be jointly and severally liable for the DIP Obligations, regardless of whether such DIP Obligation is separately identified in this Interim Order or any subsequent Order. Except as permitted hereby, no obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents to the DIP Agents and/or the other DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

4. *Carve-Out.* Notwithstanding anything in this Interim Order, any DIP Loan Documents, or any other order of this Court to the contrary, the rights and claims of the DIP Lender, including the DIP Liens (and all liens junior to the DIP Liens), shall be subject and subordinate in all respects to the payment of the Carve-Out. As used in this Interim Order, "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee, (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $75,000, (iii) all unpaid claims for fees, costs, disbursements and

expenses of professionals whose retention by the Debtors is approved by the Bankruptcy Court pursuant to Sections 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and professionals retained by the Committee ("Committee Professionals" and together with the Debtor Professionals, the "Professionals") (collectively, the "Professional Fees") incurred at any time on or prior to the first business day following the delivery of a Trigger Notice in accordance with the DIP Budget and (iv) Professional Fees incurred after the delivery of a Trigger Notice in an amount not to exceed $350,000 for Debtor Professionals and for Committee Professionals ("Trigger Cap"), in each case to the extent that such fees and expenses are allowed at any time, whether by interim order, procedural order, or otherwise by the Bankruptcy Court. As used in this Interim Order, "Trigger Notice" means a written notice delivered by email (or other electronic means) by the DIP Lenders to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Loan Documents, stating that the Trigger Cap has been invoked. So long as a Trigger Notice has not been delivered, the Debtors are authorized and directed to direct funds to a segregated designated professional fee trust account (the "Professional Fee Account") in the amount equal to, but not to exceed, the Professional Fees budged for professionals retained by the Debtors or the Committee (the "Budgeted Professional Fees"). Except for the funding of the Carve Out from the DIP Collateral, none of the DIP Secured Parties shall have any responsibility, liability, or obligation whatsoever to fund, direct payment or reimbursement of any fees or disbursements, or otherwise ensure that the Debtors fund the Professional Fee Account or that the Professional Fee Account has funds equal to the aggregate amount of the Budgeted Estate Professional Fees for any applicable period. The Debtors are authorized and directed to fund the Professional Fee Account on a weekly basis in an amount up to, but not to exceed, the Budgeted Estate Professional

Fees for that week. Such funds shall be held in an identifiable segregated account for the benefit of the Professionals, to be applied to the Professional Fees of the Professionals that are approved for payment pursuant to one or more orders of this Court. Any Professional Fees payable to the Professionals shall be paid first out of the Professional Fee Account. For the avoidance of doubt, the delivery and effectiveness of a Trigger Notice shall not limit or impair the Debtors' right to use funds in the Professional Fee Account to pay allowed Professional Fees.

5. *DIP Superpriority Claims*. Subject to and subordinate only to the Carve-Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall at all times constitute allowed superpriority administrative expense claims in the Chapter 11 Cases (the "DIP Superpriority Claims") against the Obligors on a joint and several basis (without the need to file any proof of claim). The DIP Superpriority Claims shall, subject only to the Carve-Out, be payable from, and have recourse to, proceeds of all DIP Collateral (as defined herein). The DIP Superpriority Claims shall have priority over all claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in the Chapter 11 Cases or any Successor Case(s) thereto.

6. *DIP Liens*. As security for the DIP Obligations, effective and automatically properly perfected on the date this Interim Order is entered, and without the necessity of execution, recordation or filing of any perfection documents, security agreements, pledge agreements, financing statements, control agreements or other agreements or instruments, or the possession or

control by the DIP Collateral Agent of, or over, any DIP Collateral, without any further action by the DIP Secured Parties, the following valid, binding, continuing, duly perfected, enforceable and non-avoidable security interests and liens (the "DIP Liens") are hereby granted to the DIP Collateral Agent for the benefit of the DIP Secured Parties (all property identified in clauses (a) and (b) below being collectively referred to as the "DIP Collateral"):

(a) *First Priority Liens on Unencumbered Property*. Subject to and subordinate only to the Carve-Out, pursuant to Section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, duly perfected first priority lien on and security interest in any and all tangible and intangible prepetition and postpetition Property of the Obligors (as defined herein), whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, (i) as of the Petition Date, is not subject to (x) a valid, perfected, and non-avoidable lien, or (y) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, in each case including, but not limited to, liens granted to any Obligor by any subsidiary or affiliate of any obligor (the "Prepetition Intercompany Liens"), or (ii) as of the date hereof, is not subject to (x) any lien granted pursuant to the *Final Order to (I) Make and Accept Secured Loans to Portfolio Companies, (II) Authorize to the Extent Outside the Ordinary Course of Business Payment of Management Company Expenses and (III) Grant Related Relief* (ECF No. 206) (the "Postpetition Intercompany Liens") or (y) any lien that has arisen as a matter of law subsequent to the Petition Date to the fullest extent of applicable law (liens described in (i) and (ii) collectively, the "Permitted Prior Liens"), other than claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, and, subject to entry of the Final Order granting such relief, any other avoidance actions under the Bankruptcy Code (the

"Avoidance Actions"), but including any proceeds or property recovered as a result of any Avoidance Actions (the "Avoidance Proceeds") (collectively, such property, the "Unencumbered Property"). For the avoidance of doubt, the DIP Liens granted pursuant to this paragraph 6(a) shall be senior in priority to all liens other than the Permitted Prior Liens.

(b) *Second Priority Liens on Encumbered Property*. Subject to and subordinate only to the Carve-Out, pursuant to Section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, duly perfected junior lien on and security interest in the Property of each Obligor to the extent such Property is subject to Permitted Prior Liens.

(c) *Liens Priming Prior Liens*. Subject to and subordinate to the Carve-Out, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, duly perfected first priority senior priming lien on and security interest in the Property of any Obligor that is subject to the Prepetition Intercompany Liens and the Postpetition Intercompany Liens.

As used herein, "Property" shall include, but not be limited to, with respect to any Obligor, all real and personal property of such Obligor, including, without limitation: (a) all cash, money, cash equivalents, deposit accounts, securities accounts, accounts, other receivables, chattel paper, contract rights, goods and inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of its subsidiaries), furniture, fixtures, equipment, franchise rights, trade names, trademarks, servicemarks, copyrights, patents, intellectual property, general intangibles of any kind, rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments, supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action and all substitutions,

books and records related to the foregoing, and accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property, all leased real property, all rents and leases from any real property interests, and all other proceeds of real property; (c) subject to entry of the Final Order, the Debtor Obligors' rights under section 506(c) of the Bankruptcy Code and the proceeds thereof, in each case, without regard as to whether such rights, property, claims, and interests came into the Obligors' estates, or otherwise arose, after the Petition Date; for the avoidance of doubt, all Property which shall be subject to the DIP liens described herein shall include (i) each Obligor's rights under each Intercompany Facility; (ii) each Obligor's respective equity interests in all subsidiaries (including equity in non-Debtor portfolio companies and other non-Debtor subsidiaries); (iii) all any funds received by any Obligor from Rigmora Biotech Investor One L.P. and Rigmora Biotech Investor Two L.P. (the "Rigmora Entities") before or after the Petition Date, including pursuant to the judgment of the Court of Chancery of the State of Delaware in the case captioned ATP III GP Ltd., in its capacity as General Partner of ATP Life Science Ventures, L.P., v. Rigmora Biotech Investor One L.P. and Rigmora Biotech Investor Two L.P., C.A. No. 2025-0607-KSJM; (iv) any amounts collected or received by any Obligor before or after the Petition Date pursuant to the Judgment of the Court of Chancery of the State of Delaware in the case captioned Shareholder Representative Services LLC solely in its capacity as representative of the Securityholders v. Alexion Pharmaceuticals, Inc., C.A. No. 2020-1069-MTZ; and (v) proceeds received by any Obligor of any additional litigation claims brought by the Obligors before or after the Petition Date.)

7. *Intercompany Facility Liens.* As security for the Intercompany Facility Loans, effective upon the entry of this Interim Order and perfected on or prior to the funding of the Intercompany Facility, first priority valid, binding, continuing, duly perfected, enforceable, and

non-avoidable security interests and liens (the "Intercompany Facility Liens") are hereby granted to the Borrower in all the assets of such Intercompany Beneficiaries and Intercompany Borrowers, including proceeds of any litigation claims brought by any Intercompany Beneficiary or Intercompany Borrower, as applicable.

8. *No Senior Liens.* Other than the Carve-Out, the DIP Liens shall not be subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code, (B) unless otherwise provided for in the DIP Loan Documents, this Interim Order, or other order of the Court, any liens or security interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the Obligors, or (C) any intercompany liens. It shall be an Event of Default if the DIP Liens are subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code.

9. *Remedies.*

(a) The occurrence of any "Event of Default" under (and as defined in) the DIP Term Sheet or any other DIP Loan Document shall constitute an Event of Default under this Interim DIP Order. Upon the occurrence and during the continuation of an Event of Default: (i) each DIP Secured Party shall be authorized to (a) terminate, reduce or restrict any further DIP Commitment to the extent any such commitment remains, (b) declare all DIP Obligations to be immediately due and payable without demand, protest, or other notice of any kind, all of which are expressly waived by the Obligors, (c) terminate, reduce, or restrict the Debtors' use of Cash Collateral (including, without limitation, to block or limit withdrawals from any bank accounts

that are part of the DIP Collateral (including, without limitation, by sending any control activation notices to depositary banks pursuant to any control agreement); and (d) terminate the DIP Loan Documents as to any future liability or obligation of the DIP Agents and the DIP Lenders, but without affecting any of the DIP Liens or the liabilities or obligations of any Obligor; and (ii) the DIP Agents may (and at the direction of the Requisite DIP Lenders shall) file with the Court and serve upon lead restructuring counsel to the Debtors, lead counsel to the Creditors' Committee, the U.S. Trustee, and any parties that have filed requests for notices under Rule 2002 of the Bankruptcy Rules, a written notice (a "Termination Notice") (including by e-mail) on not less than five (5) business days' notice (such five (5) business day period, the "Remedies Notice Period") (and any automatic stay otherwise applicable to the DIP Secured Parties, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order (including this paragraph) is hereby modified to permit the DIP Agents to take actions in connection with the Termination Notice described in this paragraph); *provided, however*, that notwithstanding the foregoing, during the Remedies Notice Period the Debtors shall be permitted and authorized to use Cash Collateral solely and exclusively to meet, pay, and satisfy payroll obligations and taxes related thereto (which, for the avoidance of doubt, shall not include payment of any management fee to nondebtor Apple Tree Venture Management, LLC). During the Remedies Notice Period, the Debtors and/or the Creditors' Committee shall be entitled to seek an emergency hearing within the Remedies Notice Period with the Court (such hearing, a "Remedies Hearing"). In any Remedies Hearing, subject to entry of the Final Order, each Obligor hereby waives its right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent that such relief would impair or restrict the rights and remedies of the DIP Agents or the DIP Lenders as set forth in this Interim Order or in any of the DIP Loan

Documents, as applicable, and the only issue that may be raised by an Obligor is whether an Event of Default has occurred. Upon filing of the Termination Notice, interest, including, where applicable, default interest, shall accrue, and shall be payable as set forth in the DIP Term Sheet unless the Court determines that no Event of Default has occurred.

(b) Upon the effectiveness of any relief from the automatic stay granted or deemed to have been granted pursuant to this Paragraph 9, the DIP Collateral Agent may (and at the direction of the Requisite DIP Lenders shall), enforce the DIP Liens, and, as applicable, exercise all rights and remedies provided for in the DIP Term Sheet, the DIP Loan Documents, or at law, including (i) foreclosure upon the DIP Collateral, (including rights to set off or apply any amounts in any bank accounts that are a part of the DIP Collateral) (ii) enforcement of any and all rights against the DIP Collateral in its possession or otherwise, including, without limitation, disposition of the DIP Collateral and application of net cash proceeds thereof to satisfaction of the DIP Obligations; and (iii) any other actions or exercise any other rights or remedies permitted under the DIP Orders, this DIP Term Sheet, the DIP Loan Documents, or applicable law, *provided*, that no notice shall be required hereunder for any exercise of rights or remedies in the event the obligations under the DIP Facility have not been repaid in full in cash on the Scheduled Maturity Date. The DIP Agents' delay or failure to exercise rights and remedies under any DIP Loan Documents, this Interim Order or applicable law shall not constitute a waiver of any of their rights and remedies hereunder, thereunder or otherwise, unless any such waiver is pursuant to a written instrument executed by the DIP Agents.

10. *Limitation on Charging Expenses Against Collateral.* Subject to entry of the Final Order, no costs or expenses of administration of these Chapter 11 Cases or any Successor Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other

proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (including Cash Collateral) pursuant to section 506 of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Agents, and no such consent shall be implied from any action, inaction or acquiescence by any of the DIP Secured Parties, and nothing contained in this Interim Order shall be deemed to be a consent by the DIP Secured Parties to any charge, lien, assessment or claims against the DIP Collateral under section 506(c) of the Bankruptcy Code or otherwise.

11. *No Marshaling*. Subject to entry of the Final Order, in no event shall the DIP Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to any of the DIP Collateral or the DIP Obligations, as applicable.

12. *Payments Free and Clear*. Subject to the Carve-Out in all respects, any and all payments remitted to the DIP Secured Parties pursuant to the provisions of this Interim Order, the DIP Loan Documents or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, and subject only to entry of the Final Order to the extent provided therein, any claim or charge arising out of or based on, directly or indirectly, sections 506(c) or 552(b) of the Bankruptcy Code, whether asserted or assessed by through or on behalf of the Debtors.

13. *Use of Cash Collateral*. The Debtors are hereby authorized, solely on the terms and conditions of this Interim Order, to use all Cash Collateral in a manner consistent with the Approved Budget (including with respect to the Permitted Variance (as defined in the DIP Term Sheet).

14. *Maintenance of Collateral*. The Obligors shall continue to maintain and insure the DIP Collateral in amounts and for the risks, and by the entities, as required under the DIP Loan

Documents.

15. *Perfection of DIP Liens.*

(a) Without in any way limiting the validity of the automatic perfection of the DIP Liens by entry of this Interim Order, the DIP Collateral Agent, for the benefit of the DIP Secured Parties are hereby authorized, but not required, to execute, in the name of the Obligors, as their true and lawful attorneys (with full power of substitution, to the maximum extent permitted by law), and to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar perfection instruments in any jurisdiction, or take possession of certificated securities, or take any other similar action in a manner not inconsistent herewith to document, validate or perfect the liens and security interests granted to them hereunder, including the Intercompany Facility Liens (the "Perfection Actions"). All Perfection Actions shall be deemed to have been taken on the date of entry of this Interim Order. The automatic stay shall be modified to the extent necessary to permit the DIP Secured Parties to take any Perfection Action. For the avoidance of doubt, the DIP Liens shall be deemed valid, duly perfected, enforceable, non-avoidable, and not subject to challenge, dispute or subordination (subject to the priorities set forth in this Interim Order), at the time and on the date of entry of this Interim Order, whether or not the DIP Collateral Agent, for the benefit of the DIP Secured Parties, take such Perfection Actions.

(b) A certified copy of this Interim Order may, in the discretion of the DIP Agents, be filed or recorded in the filing or recording offices in addition to or in lieu of any financing statements, mortgages, notices of lien or similar instruments, and all filing and recording offices are hereby authorized to accept a certified copy of this Interim Order for filing and/or recording, as applicable.

16. *Preservation of Rights Granted Under this Interim Order.*

(a) Other than the claims and liens expressly granted or permitted by this Interim Order, including the Carve-Out, it shall be an Event of Default if any claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order is permitted while any of the DIP Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Interim Order, it shall be an Event of Default if the DIP Liens are (i) made junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iiii) subordinated to or made *pari passu* with any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the Obligors; or (iv) made junior to any intercompany liens or security interests of the Obligors.

(b) Notwithstanding any order that may be entered dismissing any of these Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting any of these cases to a Successor Case: (i) the DIP Superpriority Claims and the DIP Liens shall continue in full force and effect, shall maintain their priorities as provided in this Interim Order, and shall remain binding on all parties in interest until all DIP Obligations shall have been indefeasibly paid in full; (ii) the other rights granted by this Interim Order, including with respect to the Carve-Out, shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding any dismissal, for the purposes of enforcing the claims, liens and security interests granted by this Interim Order.

(c) The DIP Secured Parties shall be entitled to, and are hereby granted, all the

rights, remedies, privileges and benefits arising under sections 364(e) of the Bankruptcy Code.

(d) Except as expressly provided in this Interim Order or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, and all other rights and remedies of the DIP Secured Parties granted by this Interim Order and the DIP Loan Documents, including the Carve-Out, shall survive, and shall not be modified, impaired or discharged by the entry of an order (i) converting or dismissing any of these cases, or terminating the joint administration of these cases; (ii) approving the sale of any Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Loan Documents); or (iii) confirmation of a chapter 11 plan in any of these cases. The terms and provisions of this Interim Order and the DIP Loan Documents shall continue in full force and effect in these cases and in any Successor Cases until all DIP Obligations are indefeasibly paid in full in cash, and the DIP Commitments are terminated. Any confirmation order entered in these cases shall not discharge or otherwise affect in any way the joint and several obligations of the Obligors to the DIP Secured Parties under the DIP Facility and the DIP Loan Documents, other than after the payment in full and in cash of all DIP Obligations and the termination of the DIP Commitments.

17. *Payment of Fees and Expenses*. The Obligors are authorized and directed to pay the DIP Fees and Expenses as provided in the DIP Term Sheet, including reimbursement in cash, upon the entry of this Interim Order, of (a) the DIP Lenders for their reasonable and documented out-of-pocket transaction expenses in connection with the Chapter 11 Cases, the DIP Facility and the transactions related thereto, including but not limited to (i) the preparation, negotiation, execution and entry of the DIP Loan Documents, including any amendment or waiver thereof, (ii) administration and enforcement of the DIP Loans Documents, and (iii) any work performed in connection with the Chapter 11 Cases, Plan Term Sheet, Disclosure Statement, and Approved Plan,

and (b) all reasonable and documented out-of-pocket expenses of the DIP Agents associated with the administration of the DIP Facility and the Chapter 11 Cases, in each case including, but not limited to the fees and disbursements of Cleary Gottlieb Steen & Hamilton LLP, Ice Miller LLP, Holland & Knight LLP, and any other local counsel, and financial, technical, and accounting advisors. Subject to the review procedures set forth in this Paragraph 17, payment of the DIP Fees and Expenses shall not be subject to allowance or review by the Court. Professionals for the DIP Secured Parties shall not be required to comply with the U.S. Trustee's fee guidelines with respect to such fees and expenses; however, any time that any such professional seeks payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each such professional shall provide summary copies of its invoices (including aggregate amounts of fees and expenses and total amount of time on a per-professional basis), which are not required to contain time detail and which may be redacted or modified to the extent necessary to withhold any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, to counsel to the Obligors; *provided, however*, that the provision of such invoices shall not constitute a waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law;. Any objections raised by any Obligor challenging the reasonableness of any portion of such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after receipt (the "Review Period"). If no written objection is received by 12:00 p.m., prevailing Eastern Time, on the last date of the Review Period, the Debtors shall pay such invoices within five (5) business days. If an objection to a professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed portion of the invoice without the necessity of filing formal fee

applications, regardless of whether the invoiced amount arose or was incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors are authorized and directed to pay, on or prior to the Initial Closing Date (as defined in the DIP Term Sheet) solely to the extent incurred prior to the Initial Closing Date, any and all costs, fees, expenses (including reasonable and documented legal fees and expenses) of the DIP Agents and the DIP Lenders associated with the preparation, execution, delivery and administration of the DIP Loan Documents (including the reasonable and documented expenses of and fees payable to the DIP Lender Advisors), and other compensation contemplated by the DIP Loan Documents. No attorney or advisor to any DIP Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court.

18. *Limitation on Use of DIP Financing Proceeds and Collateral*. The Borrower may obtain and use the DIP Loan Proceeds only for the Permitted Uses specified in the DIP Term Sheet and other DIP Loan Documents, including advances to non-Debtor subsidiaries by way of the Intercompany Facility. No DIP Loans, DIP Collateral, or DIP Loan Proceeds, or any portion of the Carve-Out, may be used, directly or indirectly, including, without limitation, through reimbursement of professional fees of any non-Debtor party, to: (i) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under, or the liens and security interests granted under, the DIP Facility, the DIP Orders or the DIP Loan Documents, (ii) investigate, initiate, assert or prosecute any claims or defenses or commence causes of action against the DIP Agents or the DIP Lender, or any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates or shareholders under or relating to the DIP Facility, the DIP Orders, the DIP Loan Documents or the transactions

contemplated therein or thereby, (iii) prevent, hinder, or delay, whether directly or indirectly, the DIP Agents' or any DIP Lender's assertion or enforcement of its liens and security interests, its efforts to realize upon any DIP Collateral, or exercise any other rights and remedies under the DIP Orders, the DIP Loan Documents or applicable law; or (iv) pay any amount to any limited partner of the Borrower.

19. *Binding Effect; Successors and Assigns*. The DIP Loan Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Chapter 11 Cases, including, without limitation, the DIP Secured Parties, any statutory or non-statutory committees appointed or formed in these cases, the Obligors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any Debtor or with respect to the property of the estate of any Debtor) and shall inure to the benefit of the DIP Secured Parties, the Obligors, and their respective successors and assigns; *provided*, that the DIP Secured Parties shall have no obligation to permit the use of the DIP Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or chapter 11 trustee or similar responsible person appointed for the estates of any Debtor. Nothing in this Interim Order, the DIP Loan Documents, or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts

20. *Release; Limitation of Liability*. Subject to entry of the Final Order, each of the Debtors, Obligors, and their estates, on their own behalf and on behalf of their respective

subsidiaries, predecessors, successors, and heirs, hereby absolutely, unconditionally and irrevocably releases and forever discharge and acquit the DIP Secured Parties and each of their respective affiliates, former, current, or future officers, employees, directors, servants, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, heirs, predecessors in interest and each person acting for and on behalf of any of them, each in their capacity as such (collectively, the "Released Parties") from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which the Borrower may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, the DIP Loan Documents the DIP Liens, or any document or instrument relating thereto, and/or the transactions contemplated hereunder or thereunder, including, but not limited to (A) any so-called "lender liability" or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, and any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the DIP Liens and DIP Obligations (collectively, the "Released Matters"). Each Debtor further waives and releases any defense, right of counterclaim, right of set-off, or deduction with respect to the payment of the DIP Obligations that it now has or may claim to have against the Released Parties, arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Cour entering this Interim DIP Order. The provisions of this paragraph shall survive the termination of the DIP Facility, any DIP Loan Document, the Interim DIP Order, and the Final DIP Order, payment in full of the DIP Obligations, and dismissal of the Chapter 11 Cases. Each

Debtor represents and warrants that (i) it has no knowledge of any such claims by it against the Released Parties and (ii) that the foregoing constitutes a full and complete release of all such claims.

21. *Credit Bidding.* Upon entry of this Interim Order, the DIP Agents, at the direction of the Requisite DIP Lenders, shall have the right to credit bid up to the full amount of the DIP Obligations (either directly or via one or more acquisition vehicles) as part of any asset sale process or plan sponsorship process including the DIP Collateral, subject to section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, whether any such sale is effectuated through sections 363(k), 1123 or 1129(b) of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code or otherwise.

22. *Effectiveness.* Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

23. *Governing Order*. In the event of any inconsistency between the provisions of this Interim Order, the DIP Term Sheet, or any other DIP Loan Documents, the provisions of this Interim Order shall govern.

24. *Headings.* Paragraph headings used herein are for convenience only and shall not affect the construction of, or to be taken into consideration in interpreting, this Interim Order.

25. *Payments Held in Trust.* Subject to entry of the Final Order, and except as expressly permitted in the DIP Loan Documents and except with respect to the Obligors, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral that is junior to the DIP Liens, receives any DIP Collateral or any proceeds of any DIP Collateral

other than on account of a security interest senior to the DIP Liens, or receives any other payment with respect thereto from any source prior to indefeasible payment in full in cash of all DIP Obligations and termination of all DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any of the foregoing in trust for the benefit of the DIP Secured Parties and, subject to further order of the Court, shall immediately turn over such collateral, its proceeds, or other payment to the DIP Agents, or as otherwise instructed by this Court, for application in accordance with the DIP Loan Documents and the Final Order.

26. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

27. *No Third-Party Rights*. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

28. *Necessary Action*. The Obligors and the DIP Secured Parties are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Interim Order.

29. *Retention of Jurisdiction*. This Court shall retain jurisdiction to enforce the provisions of this Interim Order, and, to the fullest extent permitted by law, this retention of jurisdiction shall survive the confirmation and consummation of any chapter 11 plan for any of the Debtors notwithstanding the terms or provisions of any such chapter 11 plan or any order confirming any such chapter 11 plan.

30. *Final Hearing*. A final hearing to consider the relief requested in the DIP Motion on a final basis shall be held on **[•] (Prevailing Eastern Time)**.

31. *Objection Deadline*. Any objections or responses to the final approval of the DIP Motion shall be filed on or prior to **[•]**. Any party objecting to the relief sought at the Final Hearing

shall file and serve written objections, which objections shall be served upon (a) the Debtors and counsel thereto, (i) Quinn Emanuel, 295 5th Avenue, 9th Floor, New York, NY 10016 (Attn: Patricia B. Tomasco and Eric D. Winston) and (ii) Potter Anderson & Corroon LLP, 1313 North Market Street, Wilmington DE 19801 (Attn: L. Katherine Good, Brett M. Haywood, Shannon A. Forshay, Ethan H. Sulik), (b) the Initial DIP Lender and counsel thereto, (i) Cleary Gottlieb, One Liberty Plaza, New York NY 10006 (Attn: David H. Botter and Kara A. Hailey) and (ii) Ice Miller LLP, 500 Delaware Avenue, Wilmington DE 19801 (Attn: Christopher Samis), (c) the DIP Administrative Agent and Collateral Agent and counsel thereto, Holland & Knight LLP, 150 Nr. Riverside Plaza, Suite 2700, Chicago, IL 60606 (Attn: Phillip W. Nelson); (d) the Creditors' Committee and counsel thereto, Cole Schotz P.C. (Attn: Justin R. Alberto and Patrick J. Reilley); (e) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Megan Seliber (megan.seliber@usdoj.gov) and Hannah McCollum (hannah.mccollum@usdoj.gov); and (f) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002.

**EXHIBIT 1**

**Term Sheet**

**ATP LIFE SCIENCES VENTURES, L.P.**

**UP TO $65,000,000 SENIOR DEBTOR IN POSSESSION CREDIT FACILITY**
**SUMMARY OF TERMS AND CONDITIONS**

*This summary of terms and conditions (the "DIP Term Sheet") of a proposed debtor-in-possession credit facility (the "Proposed DIP Facility") is intended for discussion purposes only and does not constitute a commitment to lend. Only execution and delivery of definitive documentation relating to the Proposed DIP Facility shall result in any binding or enforceable obligations of any party relating to the Proposed DIP Facility. This DIP Term Sheet does not purport to summarize all of the terms, conditions, representations warranties and other provisions with respect to the transactions referred to herein. The Proposed DIP Facility discussed herein remains subject in all respect to internal approvals of the proposed Initial DIP Lender and all customary due diligence for facilities of this type.*

| #. | Material Provision | Summary Description |
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| **1.** | **Borrower:** | ATP Life Sciences Ventures, L.P. |
| **2.** | **DIP Agent:** | Oaktree Fund Administration LLC as administrative agent (in such capacities, the "Administrative Agent"), and Alter Domus (US) LLC as collateral agent (in such capacity, the "Collateral Agent" and together with the Administrative Agent, the "DIP Agents"). |
| **3.** | **DIP Lender:** | Funds managed by Oaktree Capital Management, L.P. (the "Initial DIP Lender") and its assignees (together, the "DIP Lenders"). The DIP Agents and each DIP Lender agree to the agency provisions set forth in Annex VI hereto, which are incorporated herein by reference. |
| **4.** | **Guarantors:**<br>**.** | Each of the Borrower's existing and future subsidiaries and affiliates of the Borrower that are or become Debtors in the Chapter 11 Cases (collectively, the "Guarantors"[1] and together with the Borrower, the "Obligors") guarantees (the "Guarantee") the payment and performance in full of the DIP Obligations (as defined below) and waives all suretyship defenses in connection with the provision of such guarantee. Each such guarantee is, and shall be, a guarantee of payment and not of collection. |
| **5.** | **DIP Facility:** | A delayed-draw senior secured superpriority term loan facility (the "DIP Facility," and all loans under such DIP Facility, collectively, the "DIP Loans," and each, a "DIP Loan") in the maximum aggregate principal amount of up to $65,000,000 (the "Total Commitment Amount" and the |

[1] Guarantors to include following entities: Apple Tree Life Sciences Inc.; ATP III GP, Ltd.; Apertor Pharmaceuticals, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Red Queen Therapeutics, Inc.; Evercrisp Therapeutics, Inc.; Nine Square Therapeutics, Inc.; and Nereid Therapeutics, Inc.

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| | | commitment of each DIP Lender, a "Commitment Amount"), in each case subject to and in accordance with the DIP Budget (as defined below). The Total Commitment Amount shall be reduced from time to time by the amount of the DIP Loans funded by the DIP Lenders. All DIP Loans outstanding under the DIP Facility, and all accrued and unpaid interest, fees (including, but not limited to, the MOIC Amount), expenses, indemnity reimbursement and other amounts outstanding under the DIP Loan Documents and the DIP Orders (collectively, the "DIP Obligations") shall become due and payable on the Maturity Date (as defined below).<br><br>To request a DIP Loan borrowing, Borrower shall notify DIP Agents of such request in writing by electronic mail or overnight courier, not later than 12:00 p.m., New York City time, three (3) Business Days before the date of the proposed borrowing; provided that any notice given in connection with the initial borrowing may be given not later than 12:00 p.m., New York City time, one (1) Business Day prior to such borrowing. Each such written borrowing request (each a "Borrowing Notice")] shall be signed by Borrower and shall be irrevocable. Each Borrowing Notice shall be substantially in the form attached hereto as Annex V.<br><br>Amounts paid or prepaid under the DIP Facility may not be reborrowed. |
| **6.** | **Purpose/Use of Proceeds:** | Subject to the terms and conditions herein, and subject to the provisions of the DIP Orders, as relevant, proceeds of the DIP Facility (the "DIP Loan Proceeds") and Cash Collateral (as defined below) may be used by the Borrower for the following, in each case in accordance with the DIP Budget (collectively, the "Permitted Uses"):<br><br>(i) certain working capital and general corporate purposes of the Obligors;<br><br>(ii) up to $6,300,000 of the Interim DIP Availability (as defined below) and $39,600,000 of the Final DIP Availability (as defined below) shall be used solely for intercompany loans to certain non-Debtor subsidiaries (the "Non-Debtor Entities") under the Intercompany Facility (as defined below) for specific purposes approved by the DIP Lenders;<br><br>(iii) professional fees, transaction costs and expenses (including legal, financial advisor, appraisal, and valuation-related fees and expenses) incurred by the Debtors, the DIP Agents, and/or the DIP Lenders in connection with the DIP Facility and the Chapter 11 Cases, including those incurred in connection with the preparation, negotiation, documentation, court approval, administration and enforcement of the DIP Facility;<br><br>(iv) statutory fees of the United States Trustee and allowed professional fees and expenses of any official committee of |

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| | | unsecured creditors appointed in the Chapter 11 Cases (the "Committee"); and<br><br>(v) interest, premiums, fees and expenses payable hereunder to the DIP Lenders and the DIP Agents as provided under the DIP Loan Documents (as defined below) and the DIP Orders (as defined below); and<br><br>(vi) other administration costs of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court.<br><br>For the avoidance of doubt, no DIP Loan Proceeds or Cash Collateral shall be used to, among other things, (i) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under, or the liens and security interests granted under, the DIP Facility, the DIP Orders or the DIP Loan Documents, (ii) investigate, initiate, assert or prosecute any claims or defenses or commence causes of action against the DIP Agents or the DIP Lender, or any of their respective officers, directors, employees, agents, attorneys, representatives, subsidiaries, affiliates or shareholders under or relating to the DIP Facility, the DIP Orders, the DIP Loan Documents or the transactions contemplated therein or thereby, (iii) prevent, hinder, or delay, whether directly or indirectly, the DIP Agents' or any DIP Lender's assertion or enforcement of its liens and security interests, its efforts to realize upon any DIP Collateral, or exercise any other rights and remedies under the DIP Orders, the DIP Loan Documents or applicable law; or (iv) pay any amount to any limited partner of the Borrower. |
| **7.** | **Cases:** | The jointly administered chapter 11 cases bearing the case number 25-12177 (LSS) (the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), filed on December 9 and 15, 2025 and January 1, 2026 (the earliest such date for purposes hereof, the "Petition Date") by debtors Apple Tree Life Sciences, Inc.; ATP Life Science Ventures, L.P.; ATP III GP, Ltd.; Apertor Pharmaceuticals, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; and Red Queen Therapeutics, Inc. (the "Original Debtors" and collectively with any additional entities that may become debtors in the Chapter 11 Cases, the "Debtors"). |
| **8.** | **Availability:** | During the period (the "Interim Period") commencing on the date (the "Interim DIP Order Entry Date") of the Bankruptcy Court's entry of the interim order, in form and substance acceptable to the DIP Agents and the Initial DIP Lender (the "Interim DIP Order") and ending on the date (the "Final DIP Order Entry Date") of the Bankruptcy Court's entry of the final order in form and substance acceptable to the DIP Agents and the Initial DIP Lender (the "Final DIP Order" and together with the Interim DIP Order, the "DIP Orders"), an amount equal to the lesser of $17,000,000 and such other amount as may be approved by order of the Bankruptcy Court, funded in two separate borrowings of $7,000,000 (the "Initial Interim DIP Availability") and $10,000,000 (the "Final Interim |

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| | | DIP Availability" and together with the Initial Interim DIP Availability, the "Interim DIP Availability") shall be available to the Borrower, subject to (i) delivery of documentation, including an executed copy of this DIP Term Sheet, satisfactory to the DIP Agents and the Initial DIP Lender, including but not limited to opinions of counsel and deposit account control agreements on accounts to be determined by Initial DIP Lender and (ii) compliance with the other terms, conditions and covenants described in this DIP Term Sheet and the Interim DIP Order. On the Final DIP Order Entry Date, the full remaining amount of the Total Commitment Amount (the "Final DIP Availability") shall be available to the Borrower and funded, subject to the delivery of (i) a revised DIP Budget which shall be delivered to the DIP Agents and shall be acceptable to the Initial DIP Lender in its sole discretion, (ii) definitive documents relating to the DIP Facility satisfactory to the DIP Agents and the Initial DIP Lender, (such documents, including, without limitation, guarantees, security agreements, pledge agreements, deposit account control agreements, and other related definitive documents, collectively, with the DIP Term Sheet and the Agent Fee Letter (including, for the avoidance of doubt, the annexes hereto), the "DIP Loan Documents") and subject to compliance with the other terms, conditions and covenants described in the DIP Loan Documents and in the DIP Orders. |
| **9.** | **Term**: | Unless otherwise extended in writing by the DIP Lenders in their sole discretion, the period from the Initial Closing Date to the earliest of: (i) the Scheduled Maturity Date (as defined below), (ii) 45 days after the entry of the Interim DIP Order if the Final DIP Order has not been entered prior to the expiration of such period, (iii) the effective date of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court (the "Effective Date"), (iv) the consummation of a sale of all or substantially all of the assets of the Debtors under Section 363 of chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise, (v) the appointment of a Chapter 11 trustee or other Bankruptcy Court-mandated fiduciary with decision-making authority (including an examiner with expanded powers); (vi) the date the Bankruptcy Court orders a conversion of the Chapter 11 Cases to a liquidation under chapter 7 of the Bankruptcy Code or the dismissal of the Chapter 11 Cases; and (vii) the acceleration of the DIP Loans and the termination of the commitment with respect to the DIP Facility in accordance with this DIP Term Sheet or the DIP Loan Documents (such date, the "Maturity Date").<br><br>"Scheduled Maturity Date" shall mean the date that is 180 days after the Initial Closing Date (or such later date as may be agreed by the DIP Lenders in their sole discretion).<br><br>Unless agreed by the Requisite DIP Lenders (and with respect to any amounts due to the DIP Agents, the DIP Agents), any confirmation order entered in the Chapter 11 Cases shall not discharge or otherwise affect in any way the joint and several obligations of the Obligors to the DIP Agents and the DIP Lenders under the DIP Facility, other than after the payment in full of the DIP Obligations (other than unasserted contingent |

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| | | indemnification and reimbursement obligations) in cash, or in equity as provided herein and in the DIP Loan Documents, to the DIP Agents for the benefit of themselves and the DIP Lenders on or before the Effective Date. |
| **10.** | **Closing Dates:** | The date on which the Interim DIP Availability is made available for borrowings under the DIP Facility (the "Initial Closing Date"), and the date on which the Final DIP Availability is made available for borrowings under the DIP Facility (the "Final Closing Date"), in each case subject to satisfaction (or waiver) of the applicable conditions precedent set forth herein by the Initial DIP Lender. |
| **11.** | **Conditions Precedent to the Interim DIP Availability**: | The obligation of the DIP Lenders to provide the Interim DIP Availability shall be subject to the satisfaction of the following conditions precedent and any other conditions precedent contained in this DIP Term Sheet and the Interim DIP Order, provided that the obligation of the DIP Lenders to provide the Final Interim DIP Availability is also subject to the Final Interim DIP Availability conditions precedent described below (the "Initial Borrowing Conditions"):<br><br>1. The Administrative Agent has received the Initial Approved DIP Budget (as defined below);<br><br>2. The representations and warranties of the Obligors as described under "Representations and Warranties" below shall be true and correct immediately prior to, and after giving effect to, such funding, except to the extent such representations and warranties specifically relate to an earlier date;<br><br>3. On or before February 23, 2026, the Bankruptcy Court shall have entered the Interim DIP Order, in form and substance satisfactory to the Initial DIP Lender in their sole discretion authorizing and approving the DIP Facility, including, without limitation, the granting of valid, enforceable, non-avoidable and fully perfected superpriority security interests and liens and superpriority claims in favor of the DIP Agents and the DIP Lenders, and such Interim DIP Order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated or subject to a stay pending appeal, in any manner, except as otherwise agreed to in writing by the Initial DIP Lender;<br><br>4. The DIP Agents and the Initial DIP Lender shall have received executed copies of this DIP Term Sheet in form and substance satisfactory to the Initial DIP Lender and the DIP Agents; |

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| | | 5. Since the Petition Date, no event shall have occurred that results in or could reasonably be expected to result in a material adverse effect on: (a) the business, property, operations, or financial condition of the Obligors; or (b) the validity or enforceability of the DIP Term Sheet or any of the other DIP Loan Documents or the rights or remedies of the DIP Agents or the DIP Lender hereunder or thereunder (a "Material Adverse Effect");<br><br>6. Payment of all reasonable and documented transaction costs, fees, expenses, consisting of reasonable and documented legal fees and fees of financial and other advisors incurred by the DIP Agents and the DIP Lenders, in each case, invoiced at least one (1) Business Day prior to the Initial Closing Date;<br><br>7. No Default (as defined in this DIP Term Sheet) and no Event of Default (as defined in this DIP Term Sheet) shall exist;<br><br>8. The DIP Agents shall have received evidence reasonably satisfactory to them that Borrower's unrestricted cash is no less than $12,500,000 immediately prior to the Initial Interim DIP Availability and the Final Interim DIP Availability, as the case may be;<br><br>9. The DIP Agents shall have received a borrowing notice from the Borrower in form and substance satisfactory to the Initial DIP Lender and the DIP Agents, which shall be substantially in the form attached hereto as Annex V;<br><br>10. The Initial DIP Lender and the DIP Agents shall have received all "know your customer" and similar information by no later than five (5) Business Days prior to the Initial Closing Date, provided that the Initial DIP Lender has requested such information no later than seven (7) Business Days prior to the Initial Closing Date;<br><br>11. The DIP Agents shall have received, in each case in form and substance acceptable to the Initial DIP Lender: (i) evidence of obtaining any material third party and governmental consents necessary in connection with the DIP Facility, the financing thereunder and related transactions, (ii) a certificate of the secretary or assistant secretary of each Obligor dated the Initial Closing Date, certifying that attached thereto is (A) a true and complete copy of each organizational document of such Obligor certified (to the extent applicable) as of a recent date by the Secretary of State of the state of its incorporation or |

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| | | organization, as the case may be, (B) a true and complete copy of resolutions duly adopted by the board of directors or board of managers, as applicable, of such Obligor authorizing the execution, delivery and performance of this DIP Term Sheet and the other DIP Loan Documents to which such Obligor is or will be a party and that such resolutions have not been modified, rescinded, or amended and are in full force and effect, (C) the incumbency and specimen signature of each officer executing this DIP Term Sheet and any DIP Loan Document or any other document delivered by such Obligor related thereto on behalf of such Obligor (together with a certificate of another officer as to the incumbency and specimen signature of the secretary or assistant secretary executing the certificate required by this clause) and (D) a certificate as to the good standing of each Obligor (in so-called "long-form" if available) as of a recent date and a "bring down" good standing certificate of each Obligor as of the Initial Closing Date, in each case, from such Secretary of State, (iii) with respect to both the Initial Interim DIP Availability and the Final Interim DIP Availability, as the case may be, a certificate of an officer of the Borrower dated the Initial Closing Date, certifying that each of the applicable Initial Borrowing Conditions have been satisfied as of the date thereof, (iv) customary lien searches with respect to each Obligor, (v) financing statements and other documentation for perfection of the DIP Liens (as defined below) requested by the Initial DIP Lender, and (vi) such information (financial or otherwise) as the DIP Agents or Initial DIP Lender may reasonably request; and<br><br>12. The Collateral Agent shall have received the duly executed Agent Fee Letter.<br><br>In addition to the conditions noted above, the Final Interim DIP Availability shall also be subject to the satisfaction of the following condition precedent:<br><br>The Bankruptcy Court shall have entered an order denying the *Amended Motion of Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP for an Order Dismissing the Bankruptcy Cases of ATP Life Science Ventures L.P. and ATP III GP, Ltd.* (ECF No. 204, the "Motion to Dismiss Chapter 11 Cases"), as it may be further amended or supplemented, which order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, or vacated, or subject to a stay pending |

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| | | appeal in any manner, except as otherwise agreed to in writing by the Initial DIP Lender. |
| **12.** | **Conditions Precedent to Final DIP Availability**: | Unless otherwise indicated, the obligation to provide each DIP Loan after the Initial DIP Loan shall be subject to the satisfaction of the Initial Borrowing Conditions and the following additional conditions precedent (the "Conditions to Final Availability"):<br><br>1. All Initial Borrowing Conditions have been satisfied and the Borrower remains in compliance with the terms of all such conditions immediately prior to and after giving effect to any subsequent borrowing of the DIP Loans;<br><br>2. The DIP Agents and the Initial DIP Lender shall have received executed copies of the DIP Loan Documents, which shall be in form and substance satisfactory to the Initial DIP Lender and the DIP Agents;<br><br>3. The Borrower shall be in compliance with all terms of the Interim DIP Order and Final DIP Order, as applicable;<br><br>4. The Final DIP Order, shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated or subject to a stay pending appeal, in any manner, except as otherwise agreed to in writing by the Initial DIP Lender;<br><br>5. The Chapter 11 Cases of the Obligors shall not have been dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; and no trustee under Chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Cases of any of the Obligors;<br><br>6. No Default (as defined in this DIP Term Sheet) and no Event of Default (as defined in this DIP Term Sheet) shall exist;<br><br>7. The representations and warranties of the Obligors in the DIP Loan Documents shall be true and correct immediately prior to, and after giving effect to, such funding, except to the extent such representations and warranties specifically relate to an earlier date;<br><br>8. The DIP Agents have received a certificate of an officer of the Borrower dated the funding date of the Final Availability, certifying that each of the conditions to the Final Availability have been satisfied as of the date thereof; and |

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| | | 9. The DIP Agents shall have received a borrowing notice from the Borrower in form and substance satisfactory to the Initial DIP Lender and the DIP Agents, which shall be substantially in the form attached hereto as Annex V. |
| **13.** | **Intercompany Facility:** | Any amounts (whether from proceeds of the DIP Facility or Cash Collateral, and directly or indirectly, distributed by the Borrower to an Intercompany Borrower (defined below)) shall be advanced by way of senior secured intercompany loans (an "Intercompany Facility," and any agreement governing such Intercompany Facility, an "Intercompany Facility Agreement") from the Borrower to the non-Debtor subsidiaries listed on Schedule 1 (collectively, the "Intercompany Borrowers"); provided that (i) the aggregate maximum principal amount of the Intercompany Facility shall be no greater than $40 million, and (ii) such intercompany advances shall be evidenced by one or more Intercompany Facility Agreements consistent with the terms set forth in the term sheet attached hereto as Annex IV, and as otherwise acceptable to each DIP Agent and the Initial DIP Lender, each in its sole discretion.<br><br>For the avoidance of doubt, the Intercompany Facility shall be senior to any existing obligations of any Intercompany Borrowers. Existing creditors of any Intercompany Borrowers shall provide any necessary subordination agreements, on terms acceptable to the Initial DIP Lender, as a condition precedent to funding the Intercompany Facility.<br><br>No advances under the Intercompany Facility may be made, directly or indirectly, to any Intercompany Borrower that shall have commenced or shall have been required to commence or be subject to any proceeding under any applicable law relating to insolvency, debt restructuring, or bankruptcy other than the Chapter 11 Cases. |
| **14.** | **Cash Collateral:** | All cash and cash equivalents of the Obligors, whenever or wherever acquired, and the proceeds of all DIP Collateral constitute cash collateral securing the DIP Obligations (the "Cash Collateral"). Cash Collateral may be used only for Permitted Uses. |
| **15.** | **Interest:** | All DIP Loans outstanding will bear interest at a rate of 14.0%.<br><br>Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year.<br><br>Borrower shall pay interest monthly in arrears on the last Business Day of each calendar month, which shall be paid-in-kind on the Maturity Date. |
| **16.** | **Default Interest:** | Upon an Event of Default (as defined in this DIP Term Sheet), interest on the DIP Obligations shall accrue at the otherwise applicable interest rate plus an additional 2.0%, payable in kind. |

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| **17.** | **Fees**: | Upfront Fee: 1.0% of the Total Commitment Amount, payable in kind on the Initial Closing Date.<br><br>Undrawn Fee: 2.0% of undrawn amount of the Total Commitment Amount, payable in kind monthly on the last Business Day of each calendar month.<br><br>Exit Fee: 5.0% of the aggregate principal amount of the DIP Loans actually advanced under the DIP Facility (regardless of and without giving effect to any repayment or prepayment thereof), earned on the Initial Closing Date, and payable on any prepayment or repayment, whether at maturity, on acceleration, pursuant to a Plan or otherwise, in cash or otherwise as provided under the DIP Facility.<br><br>Exit Financing Work Fee: $1,000,000, payable in cash upon entry of the Exit Financing Work Fee Order (as defined in this DIP Term Sheet).<br><br>Collateral Agent Fee: in the amounts and at the times specified in the Agent Fee Letter. |
| **18.** | **MOIC Amount:** | The Borrower shall pay the amount sufficient for the DIP Lenders to achieve a MOIC of 1.15 on the Total Commitment Amount (such amount, the "MOIC Amount") upon the occurrence of any of the following (each, a "MOIC Event"):<br><br>(i) any Voluntary Prepayment;<br><br>(ii) any Mandatory Prepayment;<br><br>(iii) payment in full (or other retirement, including pursuant to a credit bid) of the DIP Obligations;<br><br>(iv) reduction of the Total Commitment Amount to $0 (other than as a result of disbursement of DIP Loans);<br><br>(v) any acceleration of the DIP Obligations; or<br><br>(vi) the Maturity Date. |
| **19.** | **Equity Conversion, Approved Plan, and Exit Liquidity:**[2] | Pursuant to section 1129(a)(9)(A) of the Bankruptcy Code, the DIP Superpriority Claims shall be paid in full in cash on the Effective Date, provided, however, that the DIP Lenders may elect, in their sole discretion, to receive as payment for the DIP Obligations (in whole or in part), in connection with and on the Effective Date, (i) equity interests in any post-reorganization successor entity to ATP III, GP, Ltd, and affiliated management company or similar investment advisory |

[2] NTD: Discussions are continuing regarding a Plan Term Sheet to be annexed hereto.

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| | | service provider, and (ii) equity interests in the post-reorganization successor entity to the Borrower, in each case, on terms to be agreed.<br><br>The Initial DIP Lender and the Debtors shall negotiate in good faith the terms of an Approved Plan to be sponsored by the Initial DIP Lender; the current illustrative term sheet of a plan of reorganization is attached as Annex VII hereto. In connection with such negotiations, the Initial DIP Lender and the Debtors shall negotiate in good faith the terms of a potential exit liquidity facility or other form of exit financing (the "Exit Financing") to provide the post-Effective Date Debtors (the "Reorganized Debtors") up to approximately $300 million as of the Effective Date of the Approved Plan; provided, however, for the avoidance of doubt, such agreement to negotiate in good faith does not constitute a commitment to lend; provided, further, the proceeds of such facility or financing shall be used to fund operations of the Reorganized Debtors and shall not be paid to any limited partner of the Borrower. |
| **20.** | **Voluntary Prepayments:** | The DIP Obligations may be voluntarily prepaid, in whole or in part (each a "Voluntary Prepayment"), without premium or penalty other than payment of the MOIC Amount and the Exit Fee, at any time upon three (3) Business Days' prior written notice by the Borrower to the DIP Agents (subject to actual breakage costs (if any)) which notice shall specify the principal amount of such prepayment and the date on which such prepayment is to be made.<br><br>Any Voluntary Prepayment shall include payment of the MOIC Amount, the Exit Fee, and any accrued and unpaid interest relating to such Voluntary Prepayment amount. |
| **21.** | **Mandatory Prepayments:** | Prior to the Maturity Date, the Obligors shall repay the DIP Obligations in connection with each of the following (each a "Mandatory Prepayment") as described below:<br><br>a. Asset Dispositions. Immediately upon receipt by the Obligors of Net Cash Proceeds from any disposition of DIP Collateral, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of the Net Cash Proceeds; provided that the Obligors shall not be required to apply all or any portion of such Net Cash Proceeds to prepay the DIP Obligations if the Requisite DIP Lenders consent in their sole discretion, upon the request of the Obligors.<br><br>b. Insurance Proceeds. Immediately upon receipt by the Obligor of any insurance proceeds, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of any proceeds received by the Obligors (i) under any insurance policy on account of damage or destruction of any assets or property of the Obligors, or (ii) as a result of any taking or condemnation of any assets or property.<br><br>c. Incurrence of Indebtedness. Immediately upon (and, for the |

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| | | avoidance of doubt, following the notice period set forth in the last paragraph in this section) the Obligors' receipt of cash proceeds of any issuance or incurrence of Indebtedness not permitted to be incurred under this DIP Term Sheet or the DIP Loan Documents, the Obligors, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of such cash proceeds.<br><br>d. Braeburn Funds. To the extent permitted pursuant to the Loan and Security Agreement dated as of September 29, 2023, by and between Braeburn Inc. and Hercules Capital Inc., as in effect as of the Initial Closing Date, immediately upon the Obligors' receipt of cash proceeds from any sale of Braeburn Inc. or Braeburn MSL, LLC equity or assets, the Obligors shall prepay the DIP Obligations in an amount equal to 100% of such cash proceeds.<br><br>Any Mandatory Prepayment shall include payment of the MOIC Amount, the Exit Fee, and any accrued and unpaid interest relating to such Mandatory prepayment amount.<br><br>All Mandatory Prepayments and Voluntary Prepayments in respect of the DIP Obligations shall be made without defense, setoff or counterclaim and free and clear of any taxes, assessments, withholdings or other deductions whatsoever, subject to customary qualifications.<br><br>"Net Cash Proceeds" means, with respect to any event, proceeds received by any Obligor in cash or cash equivalents in respect of such event, net of (a) the reasonable cash costs (including underwriting commissions, legal, investment banking, brokerage and accounting and other professional fees and sales commissions) paid or reasonably estimated (to the extent reserves for such estimations are maintained in accordance with GAAP) in connection with such event by any Obligor to any other party, and (b) in the case of any asset sale, taxes paid or reasonably estimated to be payable by any Obligor as a result thereof (including, for the avoidance of doubt, as a result of any distribution of such proceeds to any other Obligor). |
| **22.** | **Funding Protection:** | Customary for DIP financings of this type, including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions. |
| **23.** | **Superpriority Administrative Expense Claims**: | Subject only to the Carve-Out (as defined below), all DIP Obligations at all times will constitute allowed superpriority administrative expense claims in the Chapter 11 Cases pursuant to section 364(c)(1), having priority over all claims and administrative expense claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, 1114 and any other provision of the |

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| | | Bankruptcy Code, and shall at all times be senior to the rights of the Debtors and any successor trustee or creditor in the Chapter 11 Cases or any successor case(s) thereto (the "DIP Superpriority Claims"). |
| **24.** | **Collateral and Priority**: | Each Obligor hereby and pursuant to the other DIP Loan Documents, grants a security interest in all of its rights, title and interests in its Property (as defined below), in each case to secure the DIP Obligations, which security interest shall at all times, subject to the Carve-Out, be fully perfected and have the following priority: (a) pursuant to Section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority security interest and lien on all tangible and intangible prepetition and postpetition Property of the Obligors, whether existing on the Petition Date or thereafter required, that (i) as of the Petition Date, is not subject to (x) a valid, perfected, and non-avoidable lien, or (y) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, in each case including, but not limited to, liens granted to any Obligor by any subsidiary or affiliate of any obligor (the "Prepetition Intercompany Liens"), or (ii) as of the date hereof, is not subject to (x) any lien granted pursuant to the *Final Order to (I) Make and Accept Secured Loans to Portfolio Companies, (II) Authorize to the Extent Outside the Ordinary Course of Business Payment of Management Company Expenses and (III) Grant Related Relief* (ECF No. 206) (the "Postpetition Intercompany Liens") or (y) any lien that has arisen as a matter of law subsequent to the Petition Date (liens described in (i) and (ii) collectively, the "Permitted Prior Liens"), other than claims and causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, and any other avoidance actions under the Bankruptcy Code (the "Avoidance Actions"), but including any proceeds or property recovered as a result of any Avoidance Actions (the "Avoidance Proceeds") (collectively, such property, the "Unencumbered Property" and together with the Property, the "DIP Collateral");<br><br>(b) pursuant to Section 364(c)(3) of the Bankruptcy Code, be secured by a junior perfected security interest in and lien on the Property of each Obligor to the extent such Property is subject to Permitted Prior Liens; and<br><br>(c) pursuant to section 364(d)(1) of the Bankruptcy Code, be secured by a perfected, first priority senior priming lien security interest in and lien on the Property of any Obligor that is subject to the Prepetition Intercompany Liens and the Postpetition Intercompany Liens.<br><br>All of the liens granted by the Obligors and described above (collectively, the "DIP Liens") shall be deemed effective and perfected upon the entry of the Interim DIP Order, and no further filing, notice, or act under applicable law or otherwise will be required to effect such perfection. The DIP Agents and the DIP Lenders may, but are not required to, make any filings, deliver any notices, make recordations, perform any searches, enter into control agreements or mortgages, or take any other acts as may |

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| | | be necessary under state law or other applicable law or otherwise desirable in order to protect, preserve and/or enforce the security, perfection, or priority of the DIP Liens.<br><br>"Property" shall mean, with respect to any Person, all real and personal property of such Person, including, without limitation: (a) all cash, money, cash equivalents, deposit accounts, securities accounts, accounts, other receivables, chattel paper, contract rights, goods and inventory (wherever located), instruments, documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of its subsidiaries), furniture, fixtures, equipment, franchise rights, Intellectual Property, Intellectual Property Licenses, general intangibles of any kind, rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments, supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action and all substitutions, books and records related to the foregoing, and accessions and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property, all leased real property, all rents and leases from any real property interests, and all other proceeds of real property; (c) the Obligors' rights under section 506(c) of the Bankruptcy Code and the proceeds thereof, in each case, without regard as to whether such rights, property, claims, and interests came into the Obligors' estates, or otherwise arose, after the Petition Date.<br><br>For the avoidance of doubt, "Property," which shall be subject to the DIP Liens described herein, shall include (i) each Obligor's rights under each Intercompany Loan Facility; (ii) each Obligor's respective equity interests in all subsidiaries (including equity in non-Debtor portfolio companies and other non-Debtor subsidiaries); (iii) all any funds received by any Obligor from Rigmora Biotech Investor One LP or Rigmora Biotech Investor Two LP (the "Rigmora Entities") before or after the Petition Date, including pursuant to the judgment of the Court of Chancery of the State of Delaware in the case captioned *ATP III GP Ltd., in its capacity as General Partner of ATP Life Science Ventures, L.P., v. Rigmora Biotech Investor One L.P. and Rigmora Biotech Investor Two L.P.*, C.A. No. 2025-0607-KSJM; (v) any amounts collected or received by any Obligor before or after the Petition Date pursuant to the Judgment of the Court of Chancery of the State of Delaware in the case captioned *Shareholder Representative Services LLC solely in its capacity as representative of the Securityholders v. Alexion Pharmaceuticals, Inc.*, C.A. No. 2020-1069-MTZ; and (vi) proceeds received by any Obligor of any additional litigation claims brought by the Obligors before or after the Petition Date.<br><br>The obligations of the Intercompany Borrowers under the Intercompany Facility shall, subject to local law limitations, regulatory consents and requirements, corporate benefit, financial assistance, existing contractual restrictions/prohibitions and other limitations to be agreed, be (a) guaranteed by each Intercompany Borrower and its subsidiaries that receives, directly or indirectly, proceeds from the Intercompany Facility |

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| | | (the "Intercompany Beneficiaries"), and (b) secured by a first priority lien in all the assets of such Intercompany Beneficiaries and Intercompany Borrowers, including proceeds of any litigation claims brought by any Intercompany Beneficiary or Intercompany Borrower, as applicable. For the avoidance of doubt, perfection of such security interests shall be effectuated on or prior to the funding of the Intercompany Facility, unless otherwise agreed by the Initial DIP Lender in its sole discretion. |
| **25.** | **Carve-Out:** | The "Carve-Out" shall be as described in the Interim DIP Order and shall be in an amount equal to (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee, (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $75,000, (iii) all unpaid claims for fees, costs, disbursements and expenses of professionals whose retention by the Debtors is approved by the Bankruptcy Court pursuant to Sections 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and professionals retained by any Committee ("Committee Professionals") (collectively, the "Professional Fees") incurred at any time on or prior to the delivery of a Trigger Notice in accordance with the DIP Budget and (iv) Professional Fees incurred after the delivery of a Trigger Notice in an amount not to exceed $350,000 for Debtor Professionals and Committee Professionals] (the "Trigger Cap"), but in each case only to the extent that payment of such fees and expenses is subsequently allowed on a final basis by the Bankruptcy Court.<br><br>"Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in this DIP Term Sheet) and acceleration of the DIP Obligations under the DIP Loan Documents, stating that the Trigger Cap has been invoked. |
| **26.** | **Representations and Warranties:** | As set forth in Annex I hereto. |
| **27.** | **Affirmative Covenants:** | As set forth in Annex II hereto. |
| **28.** | **Negative Covenants:** | As set forth in Annex III hereto. |
| **29.** | **DIP Budget/Variance Covenant:** | Prior to the Initial Closing Date, the Borrower shall deliver to the Administrative Agent and the Initial DIP Lender a 13-week cash flow forecast of receipts and disbursements for the period from the Initial Closing Date setting forth projected cash flows and disbursement, in form, scope, and substance acceptable to the Administrative Agent and the Initial DIP Lender (the "Initial Approved DIP Budget"). Thereafter, on the Friday of every fourth week, the Borrower shall deliver to the Administrative Agent an updated budget (an "Updated DIP Budget") in |

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| | | form and substance reasonably satisfactory to the Administrative Agent and the DIP Lender. Each Updated DIP Budget shall include a reconciliation of the prior period's actual results to the corresponding period in the Updated DIP Budget. The term "DIP Budget" shall mean the Initial Approved DIP Budget until such time as an Updated DIP Budget is approved, following which such Updated DIP Budget shall constitute the DIP Budget until a subsequent Updated DIP Budget is so approved. If the Borrower and the Requisite DIP Lenders cannot agree on an updated budget, the then-current DIP Budget shall remain in effect unless and until a new DIP Budget is agreed to by the Borrower and Requisite DIP Lenders. The DIP Budget attached to the Interim DIP Order is the agreed Initial Approved DIP Budget.<br><br>Bi-Weekly Reporting: Commencing on the second Wednesday after the Initial Closing Date, and each second Wednesday thereafter while any portion of the DIP Loans remain outstanding, the Borrower shall provide a "Variance Report" to the DIP Agents certified by the Chief Financial Officer of the Borrower (as defined in Annex 1-A) containing (a) a report (i) showing actual cash receipts and disbursements for the immediately preceding weeks, noting all variances on a line item basis from amounts set forth in the DIP Budget for such period (the "Variance"), and explanations for all material variances and (ii) an updated cash flow forecast to reflect the prior week's actual cash receipts.<br><br>"Permitted Variance" means a Variance that is not more than 15% above the amount of the actual disbursements for each line item (which shall include Professional Fees) (the "Operating Disbursements") during any Variance Testing Period against the projected Operating Disbursements in the DIP Budget for such Variance Testing Period.<br><br>"Variance Testing Period" means, for each week ending on Sunday, the one-week period ending on the first Sunday thereafter.<br><br>During any Variance Testing Period, the Variance from the then-current DIP Budget shall not exceed the Permitted Variance. |
| **30.** | **Milestones:** | Within the time periods set forth below, Obligors shall perform each action with respect to the Chapter 11 Cases of each of the Debtors (the "DIP Milestones"), subject to waiver by consent of the Initial DIP Lender:<br><br>• The Debtors shall have filed a motion seeking entry of an order approving the Exit Financing Work Fee (the "Exit Financing Work Fee Order") on or before the date on which the Debtors file a motion seeking Bankruptcy Court approval of the DIP Facility.<br><br>• The Bankruptcy Court shall have entered the Interim DIP Order in form and substance satisfactory to the Initial DIP Lender in its sole discretion no later than February 23, 2026. |

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| | | • The Bankruptcy Court shall have entered the Final DIP Order and the Exit Financing Work Fee Order, in each case in form and substance satisfactory to the Initial DIP Lender in its sole discretion, no later than April 8, 2026.<br><br>• The Debtors shall deliver to the DIP Lenders a draft plan of reorganization (the "Plan") and disclosure statement ("Disclosure Statement") no later than March 15, 2026; for the avoidance of doubt such Approved Plan shall provide for indefeasible payment in full of the DIP Obligations on the Effective Date in cash or in equity as provided herein and in the DIP Loan Documents.<br><br>• The Debtors shall file the Plan and Disclosure Statement, in each case in form and substance acceptable to the Requisite DIP Lenders (the "Approved Plan" and the "Approved Disclosure Statement"), no later than March 30, 2026.<br><br>• The Bankruptcy Court shall have entered an order approving the Disclosure Statement for the Approved Plan, which order shall be in form and substance acceptable to the Requisite DIP Lenders, no later than May 11, 2026.<br><br>• The Bankruptcy Court shall have entered an order confirming the Approved Plan, which order shall be in form and substance acceptable to the Requisite DIP Lenders (the "Approved Confirmation Order"), no later than June 22, 2026 and the Effective Date shall occur no later than July 5, 2026. |
| **31.** | **Events of Default:** | The events of default (collectively, "Events of Default," and each an "Event of Default") are as follows:<br><br>(a) Nonpayment. Failure by the Borrower to pay (i) any principal on the DIP Loans when due or (ii) any interest, other fee, charge, amount or liability under the DIP Facility, within three (3) Business Days following the due date thereof.<br><br>(b) Breach of Representation. Any representation or warranty made or deemed made by any Obligor in this DIP Term Sheet, any DIP Loan Document or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been incorrect or misleading in any material respect on the date when made or deemed to have been made;<br><br>(c) Noncompliance. The failure by any Debtor to observe or perform any covenant, condition or agreement in this DIP Term Sheet or the DIP Loan Documents (other than those specified in clauses (a) and (b) above) and such failure shall continue unremedied for a period of 5 days, except that no such grace period shall apply with respect to the failure to observe or performance of any (i) Milestone, (ii) negative covenant, or |

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| | | (iv) affirmative covenant listed under clauses (a), (b), (c), (d), (f), (g), (h), (i), (j), (k), (m), (n), (o), (t) and (u) of Annex II.<br><br>(d) Budget. (i) The proceeds of any DIP Loan or Cash Collateral shall have been expended in a manner which is not in accordance with the DIP Budget (subject to Permitted Variances) or is not a Permitted Use, (ii) the Variance from the then-current DIP Budget shall exceed the Permitted Variances or (iii) the Obligors shall fail to deliver the requisite reporting or otherwise perform their obligations with respect to the DIP Budget/Variance Covenant.<br><br>(e) Cayman Islands Proceedings. Any party (including, but not limited to, the Debtors, the Rigmora Entities, and their respective affiliates) or the Grand Court of the Cayman Islands (the "Cayman Court") shall take any action in that certain winding-up proceeding before the Cayman Court bearing the caption *Unicorn Biotech Ventures One Ltd. (in its capacity as general partner of Rigmora Biotech Investor One Ltd. and Unicorn Biotech Ventures Two Ltd. (in its capacity as general partner of Rigmora Biotech Investor Two Ltd.) v. ATP III GP, Ltd. (in its capacity as general partner of ATP Life Science Ventures, L.P.)*, Case. No. [2025] CIGC (FSD) 124, or in any other insolvency or winding-up proceeding in the Cayman Court or any other court of competent jurisdiction, in respect of the Debtors or any of their affiliates (including, but not limited to, Braeburn Inc. and Braeburn MSL, LLC).<br><br>(f) Modification of Stay. The Bankruptcy Court shall grant, or any party shall request and the Debtors shall not oppose, any motion to modify the automatic stay in the Chapter 11 Cases to permit any action to be taken in any winding-up or insolvency proceeding in respect of the Debtors or any of their affiliates (including, but not limited to, Braeburn Inc. and Braeburn MSL, LLC) other than the Chapter 11 Cases.<br><br>(g) Defaults. The default by any Obligor under any debt instrument entered into by any Obligor after the Petition Date, including, but not limited to, (i) any default under the Intercompany Facility by any Intercompany Borrower, and (ii) any default by Braeburn Inc. under that certain Loan and Security Agreement dated as of September 29, 2023, by and between Braeburn Inc. and Hercules Capital Inc., as it may be modified or amended from time to time.<br><br>(h) ERISA Events. The failure by any Obligor to meet its obligations under ERISA with the effect of triggering a Material Adverse Effect.<br><br>(i) Bankruptcy Matters. |

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| | | i. DIP Orders. The DIP Orders shall (x) cease to create valid and perfected liens on the DIP Collateral with such priority required by this DIP Term Sheet and the DIP Loan Documents, (y) shall cease to be in full force and effect, or (z) be amended, supplemented, stayed, vacated or otherwise modified without consent of the DIP Agents and the DIP Lenders.<br><br>ii. Obligations under DIP Orders. The failure of any Debtor to perform any of its obligations under the DIP Orders or any violation of any of the terms of the DIP Orders, subject to any applicable grace or cure periods set forth therein.<br><br>iii. Prepetition and Administrative Claims. The Debtors shall file a motion seeking, or the Bankruptcy Court shall enter, subsequent to the date of execution of this DIP Term Sheet, an order (i) approving payment of any prepetition claim other than (x) as included in the DIP Budget or (y) otherwise consented to by the Requisite DIP Lenders in writing; (ii) granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets of the Debtors; (iii) approving any settlement or other stipulation with any secured creditor of any Debtor providing for payments as adequate protection or otherwise to such secured creditor or (iv) approving payment of any administrative expense claim other than (x) as included in the DIP Budget or (y) otherwise consented to by the Requisite DIP Lenders in writing.<br><br>iv. Appointment of Trustee or Examiner. An order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court appointing, or the Debtors, or any affiliate of the Debtors shall file an application for an order with respect to any Chapter 11 Case seeking the appointment of, (i) a trustee under section 1104 or (ii) an examiner with enlarged powers (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the Debtors shall consent or acquiesce to such appointment.<br><br>v. Appointment of Equity Committee. Any official committee of equity security holders shall have been appointed in the Chapter 11 Cases.<br><br>vi. Dismissal of Chapter 11 Cases. An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases which does not contain a provision for payment |

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| | | in full of all DIP Obligations.<br><br>vii. Conversion of Chapter 11. The conversion of any of the Chapter 11 Cases from one under Chapter 11 of the Bankruptcy Code to one under Chapter 7 of the Bankruptcy Code, or if any Debtor files a motion or other pleading seeking the conversion of any of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise.<br><br>viii. Change in Venue. An order shall be entered by the Bankruptcy Court with the effect of changing the venue in which any of the Chapter 11 Cases shall proceed, or if any Debtor files a motion or other pleading seeking to change the venue of any of the Chapter 11 Cases<br><br>ix. Certain Motions with Respect to Chapter 11 Case. The bringing of a motion or application by any of the Debtors in the Chapter 11 Cases, or the entry of any order by the Bankruptcy Court in the Chapter 11 Cases without the express prior written consent of the Requisite DIP Lenders (and, with respect to any provisions that materially affect the rights or duties of the DIP Agents, the DIP Agents), (i) to obtain additional post-petition financing under section 364 of the Bankruptcy Code that does not provide for the payment of all DIP Obligations (including the MOIC Amount) in full immediately upon the consummation of such financing; (ii) to revoke, reverse, stay, modify, supplement, or amend any of the DIP Orders in a manner inconsistent with this DIP Term Sheet or the DIP Loan Documents that is not otherwise consented to by the Requisite DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agents, the DIP Agents); (iii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Debtors equal or superior to the priority of the DIP Loans (other than the Carve-Out) or (iv) to grant or permit the grant of a lien on the DIP Collateral (other than a Permitted Lien) that is senior to the DIP Liens.<br><br>x. Application for Order by Third Party. An application for any of the orders described in clauses (d), (h)(iii), (h)(iv), (h)(v), (h)(vi), (h)(vii), and (h)(viii) of this section shall be made by a person other than the Debtor and such application is not contested by the Debtor in good faith or any person obtains a non-appealable final order charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the DIP Agents or the DIP Lenders or obtains a final order adverse to the DIP |

Agents or the DIP Lenders.

xi. Right to File Chapter 11 Plan. (1) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of the Debtors to file a plan of reorganization in the Chapter 11 Cases pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Requisite DIP Lenders; or (2) the filing of a motion seeking to terminate or modify the exclusive right of the Debtors to file a plan of reorganization unless actively contested by the Debtors.

xii. Filing of Chapter 11 Plan. The filing of any plan of reorganization or liquidation that is not an Approved Plan or disclosure statement that is not an Approved Disclosure Statement, or any amendment, modification or supplement to such plan or disclosure statement, by the Debtors.

xiii. Approval of Disclosure Statement and Plan. The entry of an order in any of the Chapter 11 Cases approving a disclosure statement in respect of a plan other than an Approved Disclosure Statement, or the entry of an order confirming a plan of reorganization or liquidation other than an Approved Confirmation Order.

(j) Liens. (i) The Debtors shall attempt to invalidate, reduce, or otherwise impair the liens or security interests of the DIP Agents and/or the DIP Lenders or to subject any DIP Collateral to assessment pursuant to section 506(c) of the Bankruptcy Code; (ii) any DIP Lien created by this DIP Term Sheet, the DIP Loan Documents or the DIP Orders with respect to DIP Collateral shall, for any reason, cease to be valid; or (iii) any action is commenced by the Debtors that contests the validity, perfection, or enforceability of any of the DIP Liens of the DIP Agents and/or the DIP Lenders created by the this DIP Term Sheet, the DIP Loan Documents or the DIP Orders.

(k) Judgments. Any court shall have entered a judgment against any Obligor, unless the effectiveness of such judgment is subject to a stay, in excess of $50,000.

(l) Right to Credit Bid. (a) any Debtor files a motion or application seeking, or the entry of an order precluding the DIP Agents or the DIP Lenders (or any designee thereof) from having the right to or being permitted to "credit bid" any amount of the DIP Obligations with respect to the assets of the Debtors or (b) the Bankruptcy Court enters an order prohibiting, restricting, precluding, or otherwise impairing the unqualified right of the DIP Agents or the DIP Lenders (or any designee thereof) from having the right to or being permitted

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| | | to "credit bid" any amount of the DIP Obligations, with respect to the assets of the Debtors.<br><br>(m) Sale of Debtor's Assets. An order is entered approving the sale of any of Debtor's assets either through a sale under section 363 of the Bankruptcy Code, through a plan confirmed by the Bankruptcy Court in the Chapter 11 Cases, or otherwise, or an order is entered relating to such sale, (including, but not limited to, an order approving sale procedures), that does not provide for indefeasible payment in full of the DIP Obligations on the effective or closing date of such sale.<br><br>(n) Invalidation of Claims. Any Debtor shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Debtor) any other person's motion to disallow in whole or in part the DIP Superpriority Claims or contest any provision of this DIP Term Sheet, the DIP Orders or the DIP Loan Documents.<br><br>(o) Modifications. An Approved Plan or the Approved Confirmation Order is amended, supplemented, or otherwise modified in a manner that materially affects the rights or duties of the DIP Lenders and/or the DIP Agents without the prior written consent of the Requisite DIP Lenders (and with respect to amendments, modifications, or supplements that affect the rights or duties of the DIP Agents, the DIP Agents).<br><br>(p) Withdrawal or Termination of Approved Plan. The withdrawal or termination of the Approved Plan without the prior written consent of the Requisite DIP Lenders.<br><br>(q) Stakeholder Settlement. One or more of the Debtors enters into any material settlement with any stakeholder or affiliate of a stakeholder or any settlement involving any material assets of the Debtors or their subsidiaries, that in each case is not approved in writing by the Requisite DIP Lenders.<br><br>(r) Change of Control. The failure of any Restricted Subsidiary (as defined in Exhibit I-A to Annex I) to be directly or indirectly controlled by the Borrower, the failure of the Borrower to be directly or indirectly controlled by ATP III GP, Ltd., and the failure of (x) ATP III GP, Ltd. or (y) Apple Tree Venture Management, LLC to be directly or indirectly controlled by Dr. Seth L. Harrison (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote 51% or more of the capital stock having ordinary voting power for the election of members of the Board of Directors of such |

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| | | persons, or (b) to direct or cause the direction of the management and policies of that Person, whether through the ability to exercise voting power, by contract or otherwise (a "Change of Control").<br><br>(s) Braeburn Actions. (a) The Hercules Facility or the RPA is amended, restated, supplemented, waived or otherwise modified in any respect, or (b) Braeburn, Inc. or Braeburn MSL, LLC incurs any additional Indebtedness (as defined in Exhibit I-A to Annex I), in each case without the prior written consent of the Initial DIP Lender, in its sole discretion.<br><br>(t) LP Transfer. Any investor in ATP Life Sciences Ventures, L.P. or any other Obligor assigns, transfers, pledges, hypothecates or otherwise disposes of all or any portion of its interest in such Obligor, or any economic, voting or other rights therein, without the prior written consent of the Initial DIP Lender, in its sole discretion.<br><br>"Default" shall mean any event, act or condition set forth in this section which, with notice or lapse of time, in each case, as set forth above, would (without cure or waiver) constitute an Event of Default under this DIP Term Sheet or the DIP Loan Documents. |
| **32.** | **Remedies:** | Immediately upon the occurrence and during the continuation of an Event of Default, the DIP Agents, at the direction of the Requisite DIP Lenders, shall (without further notice or grace period, unless required by applicable law) take any or all of the following actions:<br><br>(a) (i) terminate, reduce or restrict any further Commitment Amount to the extent any such commitment remains, (ii) declare all DIP Obligations to be immediately due and payable without demand, protest, or other notice of any kind, all of which are expressly waived by the Obligors, (iii) terminate, reduce, or restrict the Debtors' use of Cash Collateral (including, without limitation, by sending any control activation notices to depositary banks pursuant to any control agreement); and (iv) terminate the DIP Loan Documents as to any future liability or obligation of the DIP Agents and the DIP Lenders, but without affecting any of the DIP Liens or the liabilities or obligations of any Obligor, and<br><br>(b) following the delivery of five (5) days' prior written notice to the Debtors (and their counsel), the Committee, and the US Trustee (such period, the "Remedies Notice Period"), exercise all rights and remedies provided for in this DIP Term Sheet and the DIP Loan Documents or at law, including (a) foreclose upon the DIP Collateral, (including rights to set off or apply any amounts in any bank accounts that are a part of the DIP Collateral) (b) enforce any and all rights against the DIP |

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| | | Collateral in its possession or otherwise, including, without limitation, disposition of the DIP Collateral and application of net cash proceeds thereof to satisfaction of the DIP Obligations; and (c) take any other actions or exercise any other rights or remedies permitted under the DIP Orders, this DIP Term Sheet, the DIP Loan Documents, or applicable law, *provided*, that no notice shall be required for any exercise of rights or remedies (i) to block or limit withdrawals from any bank accounts that are a part of the DIP Collateral (including, without limitation, by sending any control activation notices to depositary banks pursuant to any control agreement), and (ii) in the event the obligations under the DIP Facility have not been repaid in full in cash on the Scheduled Maturity Date. During the Remedies Notice Period, the only basis on which the Debtors, the Committee, any other party in interest, or the US Trustee shall be entitled to seek an emergency hearing before the Bankruptcy Court shall be to contest whether an Event of Default under the DIP Loan Documents has occurred and/or is continuing.<br><br>Each Obligor hereby grants to the DIP Agents, effective upon an Event of Default, an irrevocable, non-exclusive, worldwide, fully assignable and sublicenseable, license, (exercisable without payment of royalty or other compensation to any Obligor), under all applicable Intellectual Property rights, to use, commercialize, exploit or sublicense any or all Intellectual Property included in the DIP Collateral, rights under Intellectual Property Licenses, computer hardware and software, and including in such license, access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof, the right to prosecute and maintain all Intellectual Property and the right to sue for past, present or future infringement of the Intellectual Property, for the purpose of enabling the DIP Agents to exercise all rights and remedies provided for it in the DIP Credit Documents; provided that such license and sublicenses, (x) with respect to Trademarks, shall be subject to the maintenance of quality standards with respect to the goods and services in connection with which such Trademarks are used sufficient under applicable law to preserve the validity and enforceability of such Trademarks, and the inurement of any goodwill created by the use of such Trademarks to the benefit of the applicable Obligor and (y) with respect to Trade Secrets, shall be subject to the requirement that the secrecy and confidentiality of such Trade Secrets be maintained and reasonable measures are taken to ensure such maintenance. Each Obligor shall cooperate with the DIP Agents and the DIP Lenders in their exercise of rights and remedies, whether against the DIP Collateral or otherwise. |

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| **33.** | **Application of Funds** | Subject in all respects to the priorities and obligations with respect to, and other terms of, the Carve-Out, in connection with a Mandatory Prepayment or after the exercise of remedies provided for in this DIP Term Sheet, or in the DIP Loan Documents (or after the DIP Loans have automatically become immediately due and payable), any amounts received on account of the DIP Obligations shall be applied by the DIP Agents in the following order:<br><br>*First*, to payment of that portion of the DIP Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including fees and expenses of counsel to the DIP Agents) payable to the DIP Agents in their capacities as such;<br><br>*Second*, to payment of that portion of the DIP Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the DIP Lenders (including fees and expenses of counsel to the DIP Lenders), ratably among them in proportion to the amounts described in this clause Second payable to them;<br><br>*Third*, to payment of that portion of the DIP Obligations constituting unpaid principal and interest of the DIP Loans, ratably among the DIP Lenders in proportion to the respective amounts described in this clause Third held by them;<br><br>*Fifth*, to the payment of all other DIP Obligations that are due and payable to the DIP Agents and the DIP Lenders on such date, ratably based upon the respective aggregate amounts of all such DIP Obligations described in this clause Fifth owing to the DIP Agents and the other DIP Lenders on such date; and<br><br>*Last*, the balance, if any, after all of the DIP Obligations have been paid in full, to the Borrower or as otherwise required by law. |
| **34.** | **Release:** | The Final DIP Order shall provide for a release of the DIP Lenders, the DIP Agents, and, each of their respective affiliates, former, current, or future officers, employees, directors, servants, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, heirs, predecessors in interest and each person acting for and on behalf of any of them, each in their capacity as such (collectively, the "Released Parties") from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which the Debtors, Obligors, and their estates, on their own behalf and on behalf of their respective subsidiaries, may have had against the Released Parties by |

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| | | reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, the DIP Loan Documents, the DIP Liens, or any document or instrument relating thereto, and/or the transactions contemplated hereunder or thereunder, including, but not limited to (A) any so-called "lender liability" or equitable subordination claims or defenses, (B) any and all claims and causes of action arising under the Bankruptcy Code, and any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the DIP Liens and DIP Obligations (collectively, the "Released Matters"). Each of Debtors, the Obligors, and their estates, on their own behalf and on behalf of their respective subsidiaries, represents and warrants that (i) it has no knowledge of any such claims by it against the Released Parties and (ii) that the foregoing constitutes a full and complete release of all such claims. |
| **35.** | **Indemnity/Release/ Waiver; Expenses**: | The Obligors will indemnify the DIP Agents and the DIP Lenders and each of their affiliates and respective related parties (each an "Indemnitee"), and hold each of them harmless from and against any and all losses, claims, damages, liabilities, taxes, penalties and related expenses (including, without limitation, the fees, charges and disbursements of any counsel for any Indemnitee), or asserted against any Indemnitee by any Obligor or by any other person arising out of the DIP Facility and the transactions contemplated thereby.<br><br>Each of the DIP Lenders agrees to indemnify and hold harmless the DIP Agents (and each of their affiliates and respective related parties) (to the extent not reimbursed by the Obligors) in their respective capacities as such, according to its pro rata share, in effect on the date on which indemnification is sought (or if indemnification is sought after the date upon which the Commitments are terminated and the DIP Loans are paid in full), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the DIP Loans) be imposed on, incurred by or asserted against the DIP Agents or their related parties in any way relating to or arising out of, the Commitments, the DIP Term Sheet, the Agent Fee Letter, any of the other DIP Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the DIP Agents or any other Person under or in connection with any of the foregoing; provided that no DIP Lender shall be liable for any portion of such amounts to the extent resulting from the Administrative Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction.<br><br>The agreements in this section shall survive the termination of the DIP Term Sheet and the other DIP Loan Documents and the payment in full of the DIP Loans and all other amounts payable hereunder. |

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| | | The Interim DIP Order and the Final DIP Order shall include waivers of the Obligors' rights under sections 506(c) and 552(b) of the Bankruptcy Code. In no event shall the DIP Lenders be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral.<br><br>The Final DIP Order shall include customary releases and exculpation of the DIP Agents and the DIP Lenders (and each of their representatives).<br><br>Upon entry of the Interim DIP Order, the Final DIP Order, and thereafter on a monthly basis, the Obligors will reimburse in cash (a) the DIP Lenders for their reasonable and documented out-of-pocket transaction expenses in connection with the Chapter 11 Cases, the DIP Facility, and the transactions related thereto and hereto, including but not limited to (i) the preparation, negotiation, execution and entry of the DIP Loan Documents, including any amendment or waiver thereof, (ii) administration and enforcement of the DIP Loans Documents, and (iii) any work performed in connection with the Plan Term Sheet, Disclosure Statement, and Approved Plan, and (b) all reasonable and documented out-of-pocket expenses of the DIP Agents associated with the administration of the DIP Facility, the Plan Term Sheet, the Disclosure Statement, the Approved Plan, and the Chapter 11 Cases, in each case including, but not limited to the fees and disbursements of Cleary Gottlieb Steen & Hamilton LLP, local counsel, Holland & Knight, and financial and accounting advisors. |
| **36.** | **Assignments and Participations:** | None of the Obligors shall sell, assign or transfer any interest in the DIP Facility or the DIP Loan Documents, or any of the obligations thereunder, or any portion thereof, including the Obligors' rights, title, interests, remedies, powers, and duties hereunder or thereunder, without the Initial DIP Lender's prior written consent.<br><br>The DIP Lenders may assign all, or any part of, the DIP Loans to (i) their affiliates (other than natural persons) without consent of the Borrower, or (ii) one or more banks, financial institutions or other entities that are eligible assignees (to be defined in the DIP Loan Documents), with Borrower consent not to be unreasonably withheld or delayed, *provided* that Borrower consent to assignment shall not be required while an Event of Default has occurred. Upon such assignment, such affiliate, bank, financial institution or entity will become a DIP Lender for all purposes under the DIP Loan Documents. The DIP Lenders will also have the right to sell participations in the DIP Loans, without need for Borrower consent, subject to customary limitations on voting rights. |
| **37.** | **Amendments:** | No amendment or waiver of any provision of this DIP Term Sheet or the DIP Facility, and no consent to any departure by the Borrower or any DIP Lender therefrom, shall be effective unless in writing and agreed by the Requisite DIP Lenders and the Borrower (which may be in the form of an email or other written communication and which may come from primary counsel to the DIP Lenders or the Borrower, as applicable) and acknowledged by the DIP Agents and each such waiver or consent shall |

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| | | be effective only in the specific instance and for the specific purpose for which given, *provided* that no such amendment, waiver or consent shall:<br><br>(a) extend or increase the Commitment Amount of any DIP Lender, without the written consent of each DIP Lender directly and adversely affected thereby (it being understood that a waiver of any covenant set forth in Annexes II and III or the waiver of any Default, mandatory prepayment of the Commitment Amounts shall not constitute an extension or increase of any Commitment Amount of any DIP Lender);<br><br>(b) postpone any date scheduled for, or reduce the amount of interest payable in respect of any payment of principal or interest with respect to any DIP Loan or with respect to any fee or premium payable pursuant to Annex I without the written consent of each DIP Lender directly and adversely affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment, any condition precedent or any Event of Default (other than a nonpayment Event of Default) shall not constitute a postponement of any date scheduled for, or a reduction in the amount of, any payment of interest or any payment of fees;<br><br>(c) reduce the principal of, or the rate of interest specified herein on, any DIP Loan or any fees or other amounts payable hereunder or under any other DIP Loan Document without the written consent of each DIP Lender directly and adversely affected thereby; provided that only the consent of the Requisite DIP Lenders shall be necessary to amend the definition of "Default Rate";<br><br>(d) change this provision on amendments or the definition of "Requisite DIP Lenders" or any other provision specifying the number of DIP Lenders required to take any action under the DIP Facility without the written consent of each DIP Lender directly and adversely affected thereby; or<br><br>(e) amend, modify or waive any provision of this DIP Term Sheet affecting the rights, duties or obligations of the DIP Agents without the prior written consent of the DIP Agents. |
| **38.** | **Taxes:** | All payments on the DIP Loans made by the Obligors shall be free and clear of any taxes (other than franchise taxes and taxes on overall net income), imposts, assessments, withholdings or other deductions whatsoever, except to the extent required by law, in which case the |

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| | | Obligors shall pay such additional amounts as may be required so that the net amount received by the DIP Lenders is equal to what it would have been had no such imposts, assessments, withholdings or deductions been required. To the extent consistent with applicable law, DIP Lenders will furnish to the Administrative Agent appropriate certificates or other evidence of exemption from U.S. federal tax withholding. |
| **39.** | **Requisite DIP Lenders:** | "Requisite DIP Lenders" shall be defined as DIP Lenders holding more than 50% of total commitments or exposure under the DIP Facility. |
| **40.** | **Credit Bidding:** | The DIP Agents (directly or via one or more acquisition vehicles) at the direction of the Requisite DIP Lenders shall have the right to credit bid all or any portion of the DIP Obligations. |
| **41.** | **Governing Law and Jurisdiction:** | The Borrower submits to the non-exclusive jurisdiction of the Bankruptcy Court, including with respect to the exercise of remedies by the DIP Lenders and preservation of the DIP Collateral's value. This DIP Term Sheet and the DIP Loan Documents shall be governed by the laws of the State of New York (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code. |
| **42.** | **DIP Order Controls:** | In the event of a conflict between any provision of this DIP Term Sheet and the Interim DIP Order or Final DIP Order, as applicable, such Interim DIP Order or Final DIP Order shall control. |

*The foregoing is intended to summarize certain basic terms of the Proposed DIP Facility. It is not intended to be a definitive list of all of the requirements of the Initial DIP Lender in connection with the Proposed DIP Facility.*

ANNEX I

REPRESENTATIONS AND WARRANTIES

Capitalized terms used herein but not otherwise defined shall have the meaning set forth in Exhibit I-A attached hereto.

Each of the Borrower and the Obligors represent and warrant to the DIP Lenders, (i) on the Initial Closing Date, (ii) on each subsequent date of funding under the DIP Facility, and (iii) on the effectiveness of and each date of funding under an Intercompany Facility that:

(a) **Organization; Requisite Power and Authority; Qualification.** The Borrower and each Restricted Subsidiary (a) is duly incorporated or organized, validly existing and in good standing (or equivalent concept) under the laws of its jurisdiction of incorporation or organization, as applicable; (b) has all requisite corporate or limited liability company (or equivalent) power and authority to own and operate its properties, to carry on its business as now conducted and to enter into the DIP Loan Documents to which it is a party and to carry out the transactions contemplated thereby and (c) is qualified to do business and in good standing (or equivalent concept) in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except, in the case of clauses (a) and (c) above, in jurisdictions where the failure to be so qualified or in good standing has not had, and would not be reasonably expected to have, a Material Adverse Effect.

(b) **Power; Authorization; Enforceable Obligations.** Each Obligor has the power, authority and legal right, to make, deliver and perform the DIP Loan Documents to which it is a party and to obtain or guarantee (as applicable) extensions of credit thereunder. Each Obligor has taken all necessary organizational action to authorize the execution, delivery and performance of the DIP Loan Documents to which it is a party and to authorize the extensions or guarantees (as applicable) of credit on the terms and conditions of the DIP Loan Documents. Each DIP Loan Document to which any Obligor is a party has been duly executed and delivered on behalf of such Obligor and constitutes a legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms.

(c) **No Conflict.** The execution, delivery and performance by each Obligor of the DIP Loan Documents to which it is a party and the consummation of the transactions contemplated by the DIP Loan Documents do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to such Obligor, any of the Organizational Documents of the applicable Obligor, or any order, judgment or decree of any court or other agency of government binding on the applicable Obligor, (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of the applicable Obligor except where the direct or indirect consequences of such breach or default, if any, are not material to the applicable Obligor or (c) require any approval of stockholders, members or partners of the applicable Obligor, or any approval or consent of any Person under any Contractual Obligation of the applicable Obligor, except for such approvals or consents that will be obtained on or before the Initial Closing Date and disclosed in writing to the DIP Lenders.

(d) **Governmental Consents, etc.** The execution, delivery and performance by the Obligors of the DIP Loan Documents to which they are parties and the consummation of the transactions contemplated by the DIP Loan Documents do not and will not require any registration with,

consent or approval of, or notice to, or other action to, with or by, any Governmental Authority, except for the entry of the DIP Orders. No Governmental Authority has any claim or right (including license rights) to any DIP Collateral or revenues of the Obligors.

(e) **Adverse Proceedings, etc.** Other than, with respect to the Obligors, the Chapter 11 Cases, there are no Adverse Proceedings pending or, to the knowledge of any Obligor, threatened by or against the Borrower or any Restricted Subsidiary or against any of their respective properties or revenues that could reasonably be expected to (a) render invalid or void the DIP Loan Documents or the transactions contemplated hereby or thereby or (b) have a Material Adverse Effect.

(f) **Payment of Taxes.** The Borrower and each Restricted Subsidiary has timely filed or caused to be timely filed all income and other material tax returns that are required to be filed (taking into account all proper extensions) and has timely paid all income and other material Taxes required to be paid to any Governmental Authority (except for any Taxes, fees or other charges the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which the Borrower or such Restricted Subsidiary has provided reserves for on its books in conformity with GAAP). In addition there is no material tax assessment or other Tax claim against, and no material Tax audit with respect to, the Borrower or any of the Restricted Subsidiaries, or any assertion by a taxing authority that the Borrower or a Restricted Subsidiary is or may be required to pay taxes or a file a Tax return in a jurisdiction where the Borrower or such Restricted Subsidiary currently does not pay Taxes or file a Tax return.

(g) **Properties.**

i. **Title.** The Borrower and each Restricted Subsidiary has (i) good, sufficient and legal title to (in the case of fee interests in real property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), (iii) in all material respects, valid and enforceable licenses to (in the case of Intellectual Property Licenses of any other Person) and (iv) except as would not reasonably be expected to have a Material Adverse Effect, good title to (in the case of all other personal property), all of the properties and assets owned or licensed to the Borrower and the Restricted Subsidiaries, except, in each case, for assets disposed of in the ordinary course of business or as otherwise disclosed to the DIP Agents and the DIP Lenders.

ii. **Intellectual Property.** (i) The Borrower and each Restricted Subsidiary owns, is licensed to use or otherwise has a valid and enforceable right to use, all Intellectual Property material to the conduct of their respective businesses as currently conducted, or contemplated to be conducted, (ii) no material Adverse Proceeding is pending or has been asserted (or, to the knowledge of any Obligor, threatened in writing) by any Person challenging the right of the Borrower or any Restricted Subsidiary to use any Intellectual Property owned or licensed to the Borrower or a Restricted Subsidiary, challenging the validity of any Intellectual Property owned or purported to be owned by the Borrower or a Restricted Subsidiary, or claiming infringement, misappropriation or any other violation by the Borrower or a Restricted Subsidiary of any rights in Intellectual Property of any Person, nor does the Borrower or any Restricted Subsidiary know of any valid basis for any such Adverse Proceeding, (iii) to the knowledge of the Obligors, neither the use of Intellectual Property by the Borrower or any Restricted Subsidiary nor the operation of the business of the Borrower and each Restricted Subsidiary during the past five years has infringed, misappropriated or otherwise violated, and does not infringe, misappropriate

or otherwise violate any rights in Intellectual Property of any Person and (iv) to the knowledge of the Obligors, no Person is infringing, misappropriating, or otherwise violating the Intellectual Property owned by the Borrower or any Restricted Subsidiary. Schedule I(a) sets forth with respect to the Borrower and each Restricted Subsidiary a complete and accurate list of all registrations of Intellectual Property with a Governmental Authority owned by the Borrower and such Restricted Subsidiary and all applications for registrations thereof, and all licenses under which the Borrower or a Restricted Subsidiary is an exclusive licensee of registered or applied for Intellectual Property. Each such registration and application that is material to the business of the Borrower or such Restricted Subsidiary is subsisting and has not expired or been abandoned or cancelled.

(h) **No Defaults.** Neither the Borrower nor any Restricted Subsidiary is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, nor to the applicable Obligor's knowledge, is any counterparty to such Contractual Obligation in default, and no condition exists that, with the giving of notice or the lapse of time or both, would constitute such a default, except where the direct or indirect consequences of such default or defaults, if any, would not reasonably be expected to result in a Material Adverse Effect. No Default or Event of Default (which has not been waived) under the DIP Loan Documents has occurred and is continuing.

(i) **Governmental Regulation.** Neither the Borrower nor any Restricted Subsidiary is subject to regulation under the Investment Company Act of 1940. Neither the Borrower nor any Restricted Subsidiary is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company", as such terms are defined in the Investment Company Act of 1940. Other than the DIP Orders, neither the Borrower, nor any Restricted Subsidiary is subject to any decree, order, judgment or other constraint restricting its use or disposition of its assets, or its operations.

(j) **Federal Reserve Regulations; Exchange Act.**

i. Neither the Borrower nor any Restricted Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock.

ii. No portion of the proceeds of any DIP Loan has or will be used in any manner, whether directly or indirectly, that causes or could reasonably be expected to cause such DIP Loan or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors or any other regulation thereof or to violate the Exchange Act.

(k) **Employee Matters**.

i. Neither the Borrower nor any Restricted Subsidiary is engaged in any unfair labor practice, and there is: (i) no unfair labor practice complaint pending against the Borrower or any Restricted Subsidiary, or to the best knowledge of the Obligors, threatened against any of them before the National Labor Relations Board and no material grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against the Borrower or any Restricted Subsidiary or to the best knowledge of the Obligor, threatened against any of them and (ii) no strike or concerted work stoppage in existence or threatened involving the Borrower or any Restricted Subsidiary.

ii. To the best knowledge of the Obligors: (i) hours worked by and payment made to employees of the Borrower and the Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable requirement of law dealing with such matters, (ii) all payments due from the Borrower and the Restricted Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the Borrower or any Restricted Subsidiary and (iii) no union representation question exists with respect to the employees of the Borrower or any Restricted Subsidiary and, to the best knowledge of the Obligors, no union organization activity is taking place.

iii. Neither the Borrower nor any Restricted Subsidiary has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or any similar federal or state law that remains unpaid or unsatisfied and is in excess of $100,000, individually, or $750,000, in the aggregate for all such liabilities.

(l) **ERISA.**

i. (i) The Borrower and each Restricted Subsidiary and each of their respective ERISA Affiliates is in compliance in all material respects with the applicable provisions of ERISA and the provisions of the Internal Revenue Code relating to ERISA Plans and the regulations and published interpretations thereunder, and have performed in all material respects all their obligations under each ERISA Plan; (ii) each ERISA Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the Internal Revenue Service indicating that such ERISA Plan is so qualified and, to the knowledge of the Obligors, nothing has occurred subsequent to the issuance of such determination letter which would cause such ERISA Plan to lose its qualified status; (iii) no material liability to the PBGC (other than required premium payments), the Internal Revenue Service, any ERISA Plan or any trust established under Title IV of ERISA has been or is reasonably expected to be incurred by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates; (iv) no ERISA Event has occurred during the five-year period (or, if shorter, for the period during which the ERISA Plan in question has been in existence) prior to the date on which this representation is made or deemed made; (v) except to the extent required under Section 4980B of the Internal Revenue Code or similar state laws, no ERISA Plan provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates; (vi) neither the Borrower nor any Restricted Subsidiary nor any of their respective ERISA Affiliates sponsors, maintains or has any obligation to contribute to a Pension Plan or is a party to any collective bargaining agreement; (vii) no termination of a Pension Plan has occurred, and no Lien in favor of the PBGC or a Pension Plan has arisen, during such period; (viii) the present value of all accrued benefits under the Pension Plans with respect to which the Borrower and the Restricted Subsidiaries may have any liability (based on those assumptions used by the Borrower and the Restricted Subsidiaries, as applicable, for the purposes of financial reporting in the most recent financial statements) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets held in trust to fund such Pension Plans by more than $25,000,000 in the aggregate; (ix) neither the Borrower nor any of the Restricted Subsidiaries nor any affiliate has had a complete or partial withdrawal from any Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in a material liability under ERISA, and neither the Borrower nor any Restricted Subsidiary or any affiliate would become subject to any material liability under ERISA if the Borrower, any Restricted Subsidiary or any such affiliate were to withdraw completely from all

Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; (x) the Borrower and each Restricted Subsidiary and its ERISA Affiliates have complied with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and are not in material "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan; and (xi) no Multiemployer Plan is in reorganization or insolvent.

ii. Neither the Borrower nor any Restricted Subsidiary (i) has a Multiemployer Plan; (ii) has a Pension Plan; and (iii) has employees who are participants in a Pension Plan.

(m) **Plan Assets; Prohibited Transactions.** Neither the Borrower nor any Restricted Subsidiary is an entity deemed to hold "plan assets" within the meaning of Section 3(42) of ERISA. The execution and delivery of this DIP Term Sheet and any other DIP Loan Document will not involve any transaction that is subject to the prohibitions of Section 406 of ERISA or in connection with which a Tax could be imposed pursuant to Sections 4975(c)(1)(A)-(D) of the Internal Revenue Code.

(n) **Compliance with Statutes, Etc.** The Borrower and each Restricted Subsidiary is in compliance with, in all material respects, all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities in respect of the conduct of its business and the ownership of its property (it being understood, in the case of any statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities that are specifically referred to in any other provision of this DIP Term Sheet or the other DIP Loan Documents, the Borrower and the Restricted Subsidiaries shall also be required to represent and/or comply with, as applicable, the express terms of such provision).

(o) **Disclosure.** No representation or warranty of any Obligor contained in the DIP Term Sheet or any other DIP Loan Document and no representation or warranty of the Borrower or any Restricted Subsidiary in any other documents, certificates or written statement furnished to any DIP Agent or any DIP Lender by or on behalf of the Borrower or any Restricted Subsidiary for use in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not materially misleading in light of the circumstances in which the same were made. The Borrower and each Restricted Subsidiary has disclosed to the DIP Agents and the DIP Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known by it (or that should upon the reasonable exercise of diligence be known), that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(p) **Sanctions; Anticorruption Laws; AML Laws; Etc.**

i. None of the Borrower, the Restricted Subsidiaries, or any of their Subsidiaries; nor any of the directors, officers or senior management of the Borrower, the Restricted Subsidiaries, or their Subsidiaries, nor, to the knowledge of the Obligors, any affiliates, agents, employees or representatives acting for or on behalf of the Borrower, the Restricted Subsidiaries or their Subsidiaries is a Sanctioned Person. None of the Borrower nor any Restricted Subsidiary shall directly or indirectly request an extension of credit under or use the proceeds of the offering of the DIP Facility, or lend, contribute or otherwise make available such proceeds (x) to or for the benefit of any joint venture partner or other person or entity, for the purpose of financing the activities or business of, other transactions with, or investments in, any individual or entity that

is a Sanctioned Person or (y) in a manner that would cause a violation of applicable Sanctions, including any such a violation by any party to the DIP Term Sheet. The Borrower and the Restricted Subsidiaries will comply in all material respects with Sanctions.

ii. None of the Borrower, the Restricted Subsidiaries, any of their respective Subsidiaries, any of the directors, officers or employees, nor, to the knowledge of the Obligors, any affiliates, agents or representatives acting for or on behalf of the Borrower, any Restricted Subsidiary or their Subsidiaries has violated or will violate the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act, any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials or has or will materially violate of any other Anticorruption Laws or the AML Laws.

iii. The Borrower and each Restricted Subsidiary has established and currently maintain policies, procedures and controls that are reasonably designed (and otherwise comply with applicable law) to promote compliance by The Borrower and each Restricted Subsidiary and their Subsidiaries with the Anticorruption Laws, Sanctions and the AML Laws.

(q) **Use of Proceeds.** The DIP Loans extended under the DIP Facility shall be used for the purposes set forth under the "Purpose/Use of Proceeds" header in the DIP Term Sheet.

(r) **Accounts.**

i. At least $96,960,925.88 of cash is held in US dollars in a US bank account in the name of ATP Life Science Ventures, L.P. separately identified to the Initial DIP Lender.

ii. A true and complete list of each Deposit Account and each Securities Account of each Debtor is listed on Schedule I(b).

(s) **Security Interest.** Upon entry of each of the Interim DIP Order and the Final DIP Order, as applicable, each such DIP Order shall be effective to create in favor of the Collateral Agent, for the benefit of the DIP Lenders, a legal, valid, enforceable and perfected security interest in the DIP Collateral and proceeds thereof, as and to the extent contemplated by each such DIP Order, as described in the DIP Term Sheet and the other DIP Loan Documents.

(t) **U.S. Person.** For U.S. federal income tax purposes, as of the date hereof, the Borrower is either (i) a "United States person" (as defined in Section 7701(a)(30) of the Internal Revenue Code) that is not a disregarded entity or (ii) is a disregarded entity and is owned, directly or indirectly through one or more disregarded entities, by a "United States person" (as defined in Section 7701(a)(30) of the Internal Revenue Code).

(u) **DIP Orders.**

i. The Interim DIP Order or, at all times after its entry by the Bankruptcy Court, the Final DIP Order, is in full force and effect, and has not been vacated, reversed, terminated, stayed, modified or amended in any manner without the written consent of the Requisite DIP Lenders.

ii. Upon the occurrence of the Maturity Date (whether by acceleration or otherwise), the DIP Lender shall, subject to the provisions of the "Events of Default" section in the DIP Term

Sheet, the other DIP Loan Documents and the applicable provisions of the applicable DIP Order, be entitled to immediate payment of such obligations, and to enforcement of the remedies provided for under the DIP Term Sheet and the other DIP Loan Documents in accordance with the terms thereof and such DIP Order, as applicable, without further application to or order by the Bankruptcy Court.

iii. If either the Interim DIP Order or the Final DIP Order is the subject of a pending appeal in any respect, none of such DIP Order, the extension of credit or the performance by any Obligor of any of its obligations under any of the DIP Loan Documents shall be the subject of a presently effective stay pending appeal. The Obligors, the DIP Agents and the DIP Lender shall be entitled to rely in good faith upon the DIP Orders, notwithstanding objection thereto or appeal therefrom by any interested party. The Obligors, the DIP Agents and the DIP Lender shall be permitted and required to perform their respective obligations in compliance with the DIP Loan Documents notwithstanding any such objection or appeal, unless the relevant DIP Order has been stayed by a court of competent jurisdiction.

(v) **Appointment of Trustee or Examiner; Liquidation.** No order has been entered in any of the Obligors' Chapter 11 Cases (a) for the appointment of a Chapter 11 trustee, (b) for the appointment of a responsible officer or examiner (other than a fee examiner) having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1104 of the Bankruptcy Code or (c) to convert any of the Obligors' Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or to dismiss any of the Obligors' Chapter 11 Cases.

(w) **No other Insolvency Proceeding.** Other than the Chapter 11 Cases, neither the Borrower nor any Restricted Subsidiary is engaged as a debtor party in any Insolvency Proceeding.

(x) **Superpriority Claims; Liens.** Each of the Interim DIP Order and the Final DIP Order upon entry is sufficient to provide the superpriority claims and security interests and DIP Liens on the DIP Collateral of the Obligors described in, and with the priority provided in, the DIP Orders, the DIP Term Sheet and the other DIP Loan Documents, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents.

(y) **Material Adverse Effect.** Since the Initial Funding Date, no Material Adverse Effect with has occurred with respect to any Obligor.

ANNEX I

EXHIBIT I-A - DEFINED TERMS

**"Adverse Proceeding"** means any action, suit, proceeding, hearing (in each case, whether administrative or judicial), governmental investigation or arbitration at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of any Obligor, threatened against or affecting the Borrower or any Restricted Subsidiary or any property of the Borrower or any Restricted Subsidiary.

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote 51% or more of the Capital Stock having ordinary voting power for the election of members of the Board of Directors of such Person, or (b) to direct or cause the direction of the management and policies of that Person, whether by exercising voting power, by contract or otherwise.

**"Agent Fee Letter"** means that certain Fee Letter dated as of the Initial Closing Date between the Borrower and the Collateral Agent, as it may be amended, amended and restated, supplemented or otherwise modified from time to time.

**"AML Laws"** means any and all requirements of law related to engaging in, financing, or facilitating terrorism, money laundering, or financial recordkeeping, including the PATRIOT Act, The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act", 31 U.S.C. §§5311 5330 and 12 U.S.C. §§1818(s), 1820(b) and 1951 1959), Trading With the Enemy Act (50 U.S.C. §1 et seq.), Executive Order 13224 (effective September 24, 2001) and each of the laws, regulations, and executive orders administered by the Office of Foreign Assets Control ("OFAC") (31 C.F.R., Subtitle B, Chapter V).

**"Anticorruption Laws**" means any and all requirements of applicable law related to anti-bribery or anticorruption matters, including the United States Foreign Corrupt Practices Act of 1977.

**"Approved Disclosure Statement"** has the meaning given to such in the DIP Term Sheet.

**"Approved Plan"** has the meaning given to such in the DIP Term Sheet.

**"Bankruptcy Code"** has the meaning given to such in the DIP Term Sheet.

**"Bankruptcy Court"** has the meaning given to such in the DIP Term Sheet.

**"Bankruptcy Rules"** has the meaning given to such in the DIP Term Sheet.

**"Board of Governors"** means the Board of Governors of the United States Federal Reserve System, or any successor Governmental Authority.

**"Borrower"** has the meaning given to such in the DIP Term Sheet.

**"Business Day"** means any day excluding Saturday, Sunday and any day that is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in any such state or country are authorized or required by law or other governmental action to close.

"**Capital Lease**" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person (a) as lessee that, in conformity with GAAP as in effect on the date hereof, is or should be accounted for as a capital lease on the balance sheet of that Person, or (b) as lessee under a synthetic lease.

"**Capital Stock**" means any and all shares, units, stock, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership or profits interests in a Person that is another type of entity, including partnership interests, membership interests, voting trust certificates, certificates of interest and profits interests, participations or similar arrangements, and any and all warrants, rights or options to purchase, or other arrangements or rights to acquire, subscribe, convert to or otherwise receive or participate in the economic or other rights associated with any of the foregoing.

**"Carve-Out"** has the meaning given to such in the DIP Term Sheet.

**"Cash Collateral"** has the meaning given to such in the DIP Term Sheet.

**"Chapter 11 Cases"** has the meaning given to such in the DIP Term Sheet.

**"Chief Financial Officer"** means, as applied to any Person that is an entity, any duly authorized individual natural Person holding the position of chief financial officer, treasurer, controller, or, if approved by the DIP Agents, any other officer position with similar financial responsibility; provided, that the secretary or assistant secretary of such Person, or another officer of such Person satisfactory to the DIP Agents, shall have delivered an incumbency certificate to each DIP Agent as to the authority of such officer.

**"Collateral Agent"** has the meaning given to such in the DIP Term Sheet.

**"Committee"** has the meaning given to such in the DIP Term Sheet.

**"Commitment Amount"** has the meaning given to such in the DIP Term Sheet.

**"Contractual Obligation"** means, as applied to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

**"Debtor"** has the meaning given to such in the DIP Term Sheet.

**"Default"** has the meaning given to such in the DIP Term Sheet.

"**Deposit Account**" means any "deposit account," as defined in Article 9 of the UCC.

"**Deposit Account Control Agreement**" means, with respect to a Deposit Account, an agreement in form and substance reasonably satisfactory to each DIP Agent that (a) is entered into among the Collateral Agent, the financial institution or other Person at which such Deposit Account is maintained and the Obligor maintaining such Deposit Account, and (b) is effective for the Collateral Agent to obtain "control" (within the meaning of Article 9 of the UCC) of such Deposit Account.

**"DIP Agent"** has the meaning given to such in the DIP Term Sheet.

**"DIP Budget"** has the meaning given to such in the DIP Term Sheet.

**"DIP Collateral"** has the meaning given to such in the DIP Term Sheet.

**"DIP Facility"** has the meaning given to such in the DIP Term Sheet.

**"DIP Lender"** has the meaning given to such in the DIP Term Sheet.

**"DIP Liens"** has the meaning given to such in the DIP Term Sheet.

**"DIP Loans"** has the meaning given to such in the DIP Term Sheet.

**"DIP Loan Documents"** has the meaning given to such in the DIP Term Sheet.

**"DIP Milestones"** has the meaning given to such in the DIP Term Sheet.

**"DIP Obligations"** has the meaning given to such in the DIP Term Sheet.

**"DIP Proceeds"** has the meaning given to such in the DIP Term Sheet.

**"DIP Superpriority Claims"** has the meaning given to such in the DIP Term Sheet.

**"Disposition"** has the meaning given to such in Annex III, Section (e).

"**Disqualified Capital Stock**" means any Capital Stock that, by its terms (or by the terms of any other instrument, agreement or Capital Stock into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for Capital Stock that is not otherwise Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder or beneficial owner thereof (other than solely for Capital Stock that is not otherwise Disqualified Capital Stock), in whole or in part, (c) provides for the scheduled payments of dividends, distributions or other Restricted Payments in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other obligation, instrument, agreement, or Capital Stock that would meet any of the conditions in clauses (a), (b), or (c) of this definition, in each case prior to the date that is 180 calendar days after the latest possible Maturity Date, as such facility is amended from time to time.

"**Earn Out Indebtedness**" means any liability consisting of an earn out or similar deferred purchase price that is issued or otherwise incurred as consideration for any acquisition of any property and is required to be classified as a "liability" on the balance sheet of such acquirer in accordance with GAAP.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**"ERISA Affiliate"** means any trade or business (whether or not incorporated) that together with the Borrower or any Restricted Subsidiary is treated as a single employer under Section 414(b) or (c) of the Internal Revenue Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Internal Revenue Code, is treated as a single employer under Section 414(m) or (o) of the Internal Revenue Code.

**"ERISA Event"** means (a) any Reportable Event; (b) the existence with respect to any ERISA Plan of a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code, or substantially similar provisions under federal, state or local laws, rules or regulations; (c) the failure of any insured medical ERISA Plan to satisfy the non-discrimination requirements of Section 105 of the Internal Revenue Code; (d) any failure by any Pension Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Internal Revenue Code or Section 302 of ERISA)

applicable to such Pension Plan, whether or not waived; the filing pursuant to Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (e) the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan; (f) the failure by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates to make any required contribution to a Multiemployer Plan; (g) the incurrence by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Pension Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Pension Plan; (h) a determination that any Pension Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Internal Revenue Code or Section 303 of ERISA); (i) the receipt by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan under Section 4042 of ERISA; (j) the incurrence by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan and (k) the receipt by the Borrower or any Restricted Subsidiary or any of its ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Borrower or any Restricted Subsidiary or any ERISA Affiliate of any notice, concerning the imposition of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan or a determination that a Multiemployer Plan is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA), or in endangered or critical status (within the meaning of Section 432 of the Internal Revenue Code or Section 305 of ERISA). With respect to any Foreign Plan, (x) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Plan, (y) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Plan required to be registered or (z) the failure of any Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Plan.

**"ERISA Plan"** means any "employee benefit plan," as defined in Section 3(3) of ERISA, which is (currently or hereafter), or within the prior six (6) years was, maintained or contributed to by the Borrower or any Restricted Subsidiary or any of their ERISA Affiliates, or with respect to which the Borrower or any Restricted Subsidiary or any of their ERISA Affiliates has any liability.

**"Event of Default"** has the meaning given to such in the DIP Term Sheet.

**"Exchange Act"** means the Securities Exchange Act of 1934.

**"Final DIP Order"** has the meaning given to such in the DIP Term Sheet.

**"Financial Officer Certification"** means, with respect to the financial statements for which such certification is required, the certification of the Chief Financial Officer of the Borrower that, as of the date of such certification, such financial statements fairly present, in all material respects, the financial condition of the Borrower and the Restricted Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

**"Foreign Plan"** means each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to US law and is maintained or contributed to by the Borrower or any Restricted Subsidiary or any ERISA Affiliate.

**"GAAP"** means generally accepted accounting principles in the United States as in effect from time to time.

**"Governmental Authority"** means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case, whether associated with a state of the U.S., the U.S., or a foreign entity or government.

"**Indebtedness**" as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money, (b) obligations under Capital Leases, (c) notes payable and drafts accepted representing extensions of credit, whether or not representing obligations for borrowed money, (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding any such obligations incurred under ERISA and trade accounts payable in the ordinary course of business), including any Earn Out Indebtedness and Seller Financing Indebtedness, (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person, regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person, (f) the face amount of any letter of credit or similar instrument issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings or is otherwise an obligor, (g) Disqualified Capital Stock, with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price (for purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the DIP Term Sheet, and as if such price were based upon, or measured by, the fair market value of such Disqualified Capital Stock), (h) the direct or indirect guaranty, endorsement (otherwise than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another, (i) any obligation of such Person, the primary purpose or intent of which is to provide assurance to an obligee that the obligation of the obligor thereof will be paid or discharged, or any agreement relating thereto will be complied with, or the holders thereof will be protected (in whole or in part) against loss in respect thereof, (j) any liability of such Person for an obligation of another through any agreement (contingent or otherwise) (i) to purchase, repurchase or otherwise acquire such obligation or provide any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or (ii) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under this clause (j), the primary purpose or intent thereof is as described in clause (i) above, and (k) net obligations of such Person in respect of any exchange traded or over the counter derivative transaction, in each case whether entered into for hedging or speculative purposes or otherwise.

**"Initial DIP Closing Date"** has the meaning given to such in the DIP Term Sheet.

**"Initial DIP Lender"** has the meaning given to such in the DIP Term Sheet.

**"Insolvency Proceeding"** means, with respect to the Borrower or any Restricted Subsidiary, any (a) case, action or proceeding before any court or Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, (b) general assignment for the benefit of creditors, composition, marshalling of assets for creditors or (c) similar arrangement in respect of creditors generally or any substantial portion of applicable creditors, in any case, undertaken under U.S. Federal, state or foreign law.

**"Intellectual Property"** means all intellectual property and other similar proprietary rights worldwide, whether registered or unregistered, including in and to the following: (a) trade names, corporate names,

business names, trademarks and service marks, domain names, trade dress, logos, other identifiers of source or origin and similar rights, together with the goodwill symbolized by or associated with any of the foregoing ("**Trademarks**"); (b) patents (including divisionals, continuations, continuations-in-part, renewals, reissuances, re-examinations and extensions, and patent applications) ("**Patents**"); (c) inventions and invention disclosures (whether or not patentable); (d) copyrights and works of authorship ("**Copyrights**"); (e) software and technology and (f) trade secrets, know-how, inventions, discoveries, methods, processes and other proprietary or confidential information ("**Trade Secrets**").

**"Intellectual Property License"** means any licensing, sublicensing, covenant not to sue or other similar agreement to which the Borrower or any Restricted Subsidiary is a party or is otherwise bound, now or hereafter in effect, (i) granting to any third party any right under any Intellectual Property now owned or hereafter acquired by the Borrower or any Restricted Subsidiary or that the Borrower or any Restricted Subsidiary otherwise has the right to license or (ii) granting to the Borrower or such Restricted Subsidiary any right under any Intellectual Property now owned or hereafter acquired by any third party, in each case of (i) and (ii) including all rights of the Borrower or such Restricted Subsidiary under any such agreement.

**"Intercompany Beneficiaries"** has the meaning given to such in the DIP Term Sheet.

**"Intercompany Facility"** has the meaning given to such in the DIP Term Sheet.

**"Interim DIP Order"** has the meaning given to such in the DIP Term Sheet.

**"Internal Revenue Code"** means the Internal Revenue Code of 1986.

**"Investment"** has the meaning given to such in Annex III, Section (d).

**"Lien"** means (a) any lien, mortgage, pledge, assignment, license or sub-license (including to any Intellectual Property), covenant not to sue, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (b) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities.

**"Margin Stock"** has the meaning given to such term in Regulation U.

**"Material Adverse Effect"** has the meaning given to such in the DIP Term Sheet.

**"Maturity Date"** has the meaning given to such in the DIP Term Sheet.

**"Multiemployer Plan"** means an ERISA Plan which is a multiemployer plan as defined in Section 3(37) of ERISA to which the Borrower or any Restricted Subsidiary or any ERISA Affiliate had an obligation to contribute over the five preceding calendar years.

**"Non-Debtor Entity"** has the meaning given to such in the DIP Term Sheet.

**"Obligor"** has the meaning given to such in the DIP Term Sheet.

**"Organizational Documents"** means (a) with respect to any corporation or company, its certificate, memorandum, or articles of incorporation or organization and its by-laws; (b) with respect to any limited partnership, its certificate or declaration of limited partnership and its partnership agreement; (c) with respect to any general partnership, its partnership agreement; (d) with respect to any limited liability

company, its articles of organization and its operating agreement; (e) with respect to any other entity, functionally equivalent charter and organizational documents; (f) any Side Letter and (g) any Subscription Agreement. In the event any term or condition of this Term Sheet or any other DIP Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**PATRIOT Act**" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

**"PBGC"** means the Pension Benefit Guaranty Corporation or any successor thereto.

**"Pension Plan"** means any ERISA Plan, other than a Multiemployer Plan, which is subject to Title IV of ERISA or Sections 412 and 430 of the Internal Revenue Code or Section 302 of ERISA.

**"Permitted Variances"** has the meaning given to such in the DIP Term Sheet.

**"Person"** means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

**"Petition Date"** has the meaning given to such in the DIP Term Sheet.

**"Plan of Reorganization"** has the meaning given to such in the DIP Term Sheet.

"**Regulation T**" means Regulation T of the Board of Governors and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Board of Governors and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board of Governors and all official rulings and interpretations thereunder or thereof.

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .31, .32, .34 or .35 of PBGC Reg. § 4043, with respect to a Pension Plan.

**"Requisite DIP Lenders"** has the meaning given to such in the DIP Term Sheet.

**"Restricted Investment"** means any Investment not permitted pursuant to Annex III, Section (d).

**"Restricted Payment"** means (a) any dividend, other distribution or liquidation preference, direct or indirect, on account of any shares of any class of Capital Stock of the Borrower or any Restricted Subsidiary now or hereafter outstanding, to the holders of that class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of the Borrower or any of the Restricted Subsidiaries (or any direct or indirect parent thereof) now or hereafter outstanding; (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of the Borrower or any of

the Restricted Subsidiaries (or any direct or indirect parent thereof) now or hereafter outstanding; (d) any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in-substance or legal defeasance), sinking fund or similar payment with respect to, any Indebtedness (other than the DIP Obligations); and (e) any Restricted Investment.

**"Restricted Subsidiary"** means each Obligor other than the Borrower, and each Intercompany Beneficiary.

**"Sanctioned Country"** means, at any time, a country, territory or region that is, or whose government is, the subject or target of any Sanctions, including, as of the Initial Closing Date, the Crimea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic regions of Ukraine and non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, Cuba, Iran, North Korea and Venezuela.

**"Sanctioned Person"** means, at any time, any Person with whom dealings are restricted, prohibited or sanctionable under any Sanctions, including (a) any Person listed in any Sanctions related list of designated Persons maintained by the United States (including OFAC, the U.S. Department of the Treasury, or the U.S. Department of State), the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned or controlled, directly or indirectly, by any Person described in clause (a) or (b) of this definition.

**"Sanctions"** means sanctions, trade embargoes or economic restrictions enacted, imposed, administered or enforced from time to time by (a) the United States (including OFAC, the U.S. Department of State, and the U.S. Department of Commerce) or (b) the United Nations Security Council, the European Union, any of its member states, or His Majesty's Treasury of the United Kingdom.

**"Securities"** means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of Indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing, including any derivatives.

"**Securities Account**" means any "securities account" as defined in Article 8 of the UCC and any "commodity account" as defined in Article 9 of the UCC.

"**Securities Account Control Agreement**" means, with respect to a Securities Account, an agreement in form and substance reasonably satisfactory to each DIP Agent that (a) is entered into among the Collateral Agent, the Securities Intermediary at which the applicable Securities Account is maintained and the Obligor having rights in or to the underlying financial assets credited to or maintained in such Securities Account, and (b) is effective for the Collateral Agent to obtain "control" (within the meaning of Articles 8 and 9 of the UCC) of such Securities Account.

"**Securities Intermediary**" means any "securities intermediary" or "commodity intermediary" as such terms are defined in the UCC.

**"Seller Financing Indebtedness**" means any obligation or liability consisting of fixed deferred purchase price, installment payments or promissory notes that, in each case, is issued or otherwise incurred as consideration for any acquisition of any property.

"**Side Letter**" means any side letter, writing or other agreement entered into by an investor and ATP III GP, Ltd., on its own behalf or on behalf of Apple Tree Partners IV L.P., establishing rights under, or altering or supplementing the terms of a limited partnership agreement, Subscription Agreement or other Organizational Document of an Obligor.

"**Subscription Agreement**" means any subscription agreement and any related supplement thereto executed by an investor in connection with the subscription for a partnership interest in the applicable Obligor.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election or appointment of the Person or Persons (whether directors, trustees, or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

**"Tax"** means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding (together with interest, penalties and other additions thereto) in the nature of a tax imposed, levied, collected, withheld or assessed by any Governmental Authority.

"**UCC**" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of DIP Collateral.

**"U.S. Trustee"** has the meaning given to such in the DIP Term Sheet.

**"Variance Report"** has the meaning given to such in the DIP Term Sheet.

**Schedule I(a)**
**Intellectual Property**

**Schedule I(b)**
**Deposit Accounts and Securities Accounts**

| No. | Entity | Bank Name | Last Four Digits of Account Number | Account Type | Balance |
|---|---|---|---|---|---|
| 1 | Apple Tree Life Sciences, Inc. | JPM | 9710 | Operating | $5,000.00 |
| 2 | Apple Tree Life Sciences, Inc. | Banc of California | 6809 | Business Checking | $2,251,590.28 |
| 3 | Apple Tree Life Sciences, Inc. | Banc of California | 1819 | Business High Yield | $14,434.96 |
| 4 | Apple Tree Life Sciences, Inc. | Banc of California | 6973 | Business High Yield | $50,053.43 |
| 5 | Apple Tree Life Sciences, Inc. | Banc of California | 6817 | Business Checking | $230,678.31 |
| 6 | Apple Tree Life Sciences, Inc. | Banc of California | 9187 | Secured Credit Card | $50,000.00 |
| 7 | Apple Tree Life Sciences, Inc. | Banc of California | 9895 | Secured Letter of Credit | $595,098.00 |
| 8 | ATP Life Science Ventures, L.P. | JPM | 2650 | Investment | $2.95 |
| 9 | ATP Life Science Ventures, L.P. | Banc of California | 6841 | Business Checking | $1,000.00 |
| 10 | Marlinspike Therapeutics, Inc. | Banc of California | 0916 | Business Checking | - |
| 11 | Marlinspike Therapeutics, Inc. | Banc of California | 7202 | Money Market Collateral | - |
| 12 | Marlinspike Therapeutics, Inc. | Banc of California | 9169 | ICS Sweep | $575,703.62 |
| 13 | Red Queen Therapeutics, Inc. | Banc of California | 5962 | Cash Management Checking | $875,116.37 |
| 14 | Red Queen Therapeutics, Inc. | Eastern Bank | 3214 | Cash Management Checking | $10,495.06 |
| 15 | Initial Therapeutics Inc. | Western Alliance Bank | 0938 | Business Money Market | $2,505.75 |
| 16 | Initial Therapeutics Inc. | Western Alliance Bank | 1598 | Business Checking | $237,561.30 |
| 17 | Initial Therapeutics Inc. | Western Alliance Bank | 8834 | Investment Checking | $764,433.88 |

| No. | Entity | Bank Name | Last Four Digits of Account Number | Account Type | Balance |
|---|---|---|---|---|---|
| 18 | Initial Therapeutics Inc | Banc of California | 8529 | Checking | - |
| 19 | Apertor Pharmaceuticals, Inc. | Citizens Bank | 2487 | Checking | $499,724.47 |
| 20 | Apertor Pharmaceuticals, Inc. | Citizens Bank | 0118 | Restricted Letter of Credit | $205,888.50 |
| 21 | Apertor Pharmaceuticals, Inc. | Citizens Bank | 0006 | Checking | $1,578.37 |
| 22 | Apertor Pharmaceuticals, Inc. | Banc of California | 4508 | Checking | $474,491.86 |
| 23 | Evercrisp Therapeutics, Inc. | Cathay Bank | 9786 | Checking | $1,392,904.98 |
| 24 | Nine Square Therapeutics, Inc. | Banc of California | 3029 | Checking | $216,051.28 |
| 25 | Nine Square Therapeutics, Inc. | Banc of California | 0295 | ICS Sweep | $196,282.87 |

ANNEX II

AFFIRMATIVE COVENANTS

Capitalized terms used herein but not otherwise defined shall have the meaning set forth in Exhibit I-A of Annex I.

So long as any principal of or interest on any DIP Loan or any other DIP Obligation (whether or not due) shall remain unpaid (other than contingent indemnity obligations) or any DIP Lender shall have any outstanding Commitment Amount hereunder, the Obligors shall, and shall cause each Intercompany Beneficiary to comply with their respective obligations below, unless the Requisite DIP Lenders shall consent otherwise in writing.

(a) Financial Statements. The Borrower shall deliver to the DIP Agents and the DIP Lenders:

I. Quarterly Financial Statements. As soon as available, but no later than 45 days after each fiscal quarter end (including the fiscal quarter ending March 31, 2026)[3] and any quarter ending prior to Initial Closing Date for which financials were not previously delivered), consolidated and consolidating balance sheets and related statements of income, stockholders' equity and cash flows for such quarter and year to date, with comparative prior year figures, together with a Financial Officer Certification.

II. Annual Financial Statements. As soon as available, but no later than 90 days after each fiscal year end (including any year ending prior to Initial Closing Date for which financials were not previously delivered): (i) consolidated and consolidating balance sheets and related statements of income, stockholders' equity and cash flows, with comparative prior year figures, together with a Financial Officer Certification and (ii) an independent auditor's report from nationally recognized CPAs satisfactory to the DIP Lenders stating the financials fairly present the consolidated financial position and results in conformity with GAAP, prepared in accordance with GAAP auditing standards, including (x) detailed summary of audit adjustments, (y) reconciliation of adjustments to previously provided monthly/quarterly financials, and (z) restated monthly/quarterly financials for impacted periods.

III. Monthly Financial Statements. As soon as available, but no later than 45 days after the last day of each month (including February and any month ending prior to Initial Closing Date for which financials were not previously delivered), (x) consolidated and consolidating balance sheets and related statements of income, stockholders' equity and cash flows for such month to date, with comparative prior year figures and (y) unconsolidated balance sheets and related statements of income, stockholders' equity and cash flows for such month to date for each portfolio company subsidiary, in each case together with a Financial Officer Certification.

IV. Compliance Certificate. Together with each delivery of financial statements under (a) and (b), a completed certificate of the Chief Financial Officer of the Borrower, substantially in the form of Exhibit II-A hereto.

[3] Subject to confirmation of receipt of Q4 financials.

(b) DIP Budget. The Borrower shall deliver each DIP Budget, each Variance Report and related certifications and financial information as in accordance with and as provided in the DIP Orders, the Term Sheet and the other DIP Loan Documents.

(c) Delivery of Notices. The Borrower shall deliver written notices to the DIP Agents and the DIP Lenders with respect to:

i. promptly and in any event within 3 calendar days after the occurrence of a Default or Event of Default under the DIP Term Sheet or the DIP Loan Documents, a default or breach under the DIP Orders, any development or event that has had or could reasonably be expected to have a Material Adverse Effect and any material violations of law that could reasonably be expected to have a Material Adverse Effect, together in each case with a certificate specifying the nature, period, and actions taken or proposed with respect thereto,

ii. promptly and in any event within 3 Business Days any default in payment of Indebtedness individually in aggregate in excess of $250,000 and any default under any Contractual Obligation of the Borrower or any Restricted Subsidiary, that, if not cured or if adversely determined, as the case may be, would reasonably be expected to have a Material Adverse Effect,

iii. promptly and in any event no later than 2 calendar days after service of process with respect thereon or the obtaining of knowledge thereof by the Borrower or any Restricted Subsidiary, notice of each action, suit or proceeding before any court, Governmental Authority or other regulatory body or any arbitrator which, (A) could result in a judgment in an amount of $250,000 or more, (B) in which material injunctive or similar relief is sought,(C) which relates to any DIP Loan Document or (D) if adversely determined could reasonably be expected to have a Material Adverse Effect,

iv. the following events, promptly and in any event within 10 calendar days after any officer, director or senior management employee of the Borrower or any Restricted Subsidiary knows or has reason to know thereof: (A) the occurrence of any ERISA Event or (B) a failure to make any required contribution to an ERISA Plan, and within 10 calendar days, Schedule B (Actuarial Information) to Form 5500 for each Pension Plan, Multiemployer Plan notices, and other governmental reports as Lenders request, and within 10 calendar days of any WARN notice, copies thereof,

v. promptly and in any event no later than 2 calendar days thereafter, the commencement of any Insolvency Proceeding (other than the Chapter 11 Cases),

vi. promptly and in any event no later than 5 calendar days, any change in board of directors or equivalent of the Borrower or any Restricted Subsidiary,

vii. prior written notice of any change in the Borrower or any Restricted Subsidiary's corporate name, identity, jurisdiction, or Tax ID, with Obligors agreeing not to effect such change unless (x) all UCC filings are made to maintain perfected security interest and (y) the Borrower has obtained consent for such change pursuant to Annex III, Section (r),

viii. if any material diminution in insurance coverage has occurred or is expected, broker certificates outlining coverage maintained and planned

ix. 5 Business Days advance notice of Section 365 assumption/rejection of material contracts or leases, copies of proposed substantive pleadings, and promptly copies of all filings with Bankruptcy Court or distributions to the Committee,

x. within 5 calendar days, press releases concerning material developments, copies of financials delivered to other creditors, and other information as reasonably requested by the DIP Agents or the DIP Lenders,

xi. promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of the Borrower and each Restricted Subsidiary other than routine inquiries by such Governmental Authority,

xii. all pleadings, notices, orders or other documentation filed or received with respect to the proceedings described in clause (e) the "Events of Default" section of the DIP Term Sheet,

xiii. as soon as possible and in any event within 5 days after execution, receipt or delivery thereof, copies of any material notices that the Borrower or any Restricted Subsidiary executes or receives in connection with any material Contractual Obligation,

xiv. promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to the Borrower or any Restricted Subsidiary by its auditors in connection with any annual or interim audit of the books thereof,

xv. promptly, and in any event within 2 calendar days, notice of any default or event default under the Hercules Facility Agreement,

xvi. by the earlier of (A) three (3) Business Days prior to being filed (and if impracticable, then as soon as possible and in no event later than promptly after being filed) on behalf of any of the Debtors with the Bankruptcy Court or (B) at the same time as such documents are provided by any of the Debtors to any statutory committee appointed in the Chapter 11 Cases or the U.S. Trustee, all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower or any Restricted Subsidiary or any of their Subsidiaries or other Indebtedness of the Borrower or any Restricted Subsidiary or any request for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code or Section 9019 of the Federal Rules of Bankruptcy Procedure,

xvii. to counsel to the Requisite DIP Lenders, promptly after the same are available and to the extent feasible not later than three (3) Business Days prior to the filing thereof (other than in exigent circumstances in which case as soon as practicable), all pleadings, motions, applications and any other documents to be filed by or on behalf of the Obligors,

xviii. subject to any applicable confidentiality restrictions, to counsel to the Requisite DIP Lenders, receipt (and copy of) of any proposal or indication of interest for the restructuring or recapitalization of the Borrower or any Restricted Subsidiary or any Subsidiary of the Borrower or any Restricted Subsidiary or the sale of all or any of the Borrower or any Restricted Subsidiary's assets or businesses, and

xix. (i) promptly, and in any event within 5 calendar days, notice of any material updates regarding arrangements with portfolio company subsidiaries, pre-clinical or clinical trials, or other material operational developments; and (ii) promptly, and in any event within 2 Business Days, notice of the meeting of or failure to meet any internal or third-party milestone with respect to any pre-clinical or clinical trial.

(d) Compliance with Law & Organizational Documents.

i. Each Obligor shall, and shall cause each of its Subsidiaries, to comply in all material respects with (i) the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (it being understood, in the case of any laws, rules, regulations and orders specifically referred to any other provision of the Term Sheet, the DIP Orders or the DIP Loan Documents, the Borrower and each Restricted Subsidiary shall also be required to represent and/or comply with, as applicable, the express terms of such provision), regulations and insurance requirements. Each Obligor shall maintain, and shall cause each of its Subsidiaries to maintain, the policies and procedures described in Annex I, Section (p) hereto. With respect to Sanctions, Anticorruption Laws and AML Laws, the Borrower and each Subsidiary shall comply with representations set forth in Annex I, Section (p). In addition, none of the Obligors, any of their Subsidiaries or any director or officer of any Obligor or their Subsidiaries shall be a Sanctioned Person.

ii. Each Obligor shall, and shall cause each of its Subsidiaries, to comply in all material respects with its Organizational Documents.

(e) Plan Assets Compliance. The Borrower and the Restricted Subsidiaries shall do, or cause to be done, all things reasonably necessary to ensure that they will not be deemed to be, become or hold "plan assets" within the meaning of Section 3(42) of ERISA at any time.

(f) Cash Management. The Obligors shall maintain their cash management systems in accordance with the Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and (B) Honor Certain Pre-Petition Obligations Related Thereto, and (II) Granting Related Relief (ECF No. 189) and the Interim DIP Order and Final DIP Order, as applicable.

(g) Taxes. Each Obligor shall pay, and shall cause each of its Subsidiaries to pay, of all income and other material Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; provided, that (x) no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as adequate reserve or other appropriate provision, as shall be required in conformity with GAAP shall have been made therefor, or (y) payment of such Tax or claim is not prohibited, stayed or excused by the Bankruptcy Code or Bankruptcy Court.

(h) Maintenance of Properties; Insurance. Each Obligor shall maintain, and shall cause each of its Subsidiaries to maintain, in good repair, working order and condition all material properties used in the business of such Obligor and Subsidiaries and will make all appropriate repairs, renewals and replacements thereof, ordinary wear and tear excepted. Each Obligor will maintain and shall cause each of its Subsidiaries to maintain, with financially sound and reputable insurers, public liability and property damage insurance with respect to its business and properties against loss or damage customarily carried by corporations of established reputation engaged in similar businesses and in amounts reasonably acceptable to the DIP Agents and will deliver evidence thereof to the DIP Agents. If such Obligor fails to provide evidence of required insurance coverage, any DIP Agent may purchase insurance at such Obligor's expense to protect the DIP Lender's interests in the DIP Collateral. If a DIP Agent purchases insurance for the DIP Collateral, the Obligors will be responsible for the costs of that insurance, including interest and charges imposed by the applicable DIP Agent, until cancellation or expiration of the insurance. The costs of the insurance may be added to the DIP Obligations. Each such policy of insurance shall (i) in

the case of each liability insurance policy, name the Collateral Agent, for the benefit of the DIP Lenders, as an additional insured thereunder as its interests may appear, (ii) in the case of each casualty insurance policy, contain a loss payable clause or endorsement, satisfactory in form and substance to the DIP Agents, that names the Collateral Agent, for the benefit of the DIP Lenders as the loss payee thereunder, and (iii) in each case, provide for at least thirty days' prior written notice to the DIP Agents of any modification or cancellation of such policy.

(i) Preservation of Existence. Each Obligor shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve its existence, qualifications to do business (except as could not reasonably be expected to have a Material Adverse Effect), properties and necessary licenses and shall remain, and shall cause each of its Subsidiaries to remain in good standing, in each case subject to the Chapter 11 Cases.

(j) Books and Records. Each Obligor shall maintain, and shall cause its Subsidiaries to maintain, all records and keep proper books of record and accounts in conformity in all material respects with GAAP. Each Obligor shall, and shall cause its Subsidiaries to, grant permission to any authorized representatives designated by any DIP Agent or any DIP Lender to visit and inspect any of the properties of any Obligor or Subsidiary to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants, all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested, in each case at the expense of the Borrower.

(k) Compliance with the DIP Milestones. The Obligors shall comply with the DIP Milestones as set forth in the DIP Term Sheet.

(l) Intellectual Property.

(i) With respect to any Intellectual Property in which the Borrower or a Restricted Subsidiary obtains an ownership or other interest, after the effective date of the DIP Loan Documents, each Obligor agrees that the provisions of the DIP Loan Documents shall automatically apply thereto. Each Obligor agrees that, solely with respect to any Intellectual Property in which an Obligor obtains an ownership or other interest, such Intellectual Property shall automatically become part of the DIP Collateral subject to the terms and conditions of the DIP Loan Documents.

(ii) The Borrower shall deliver to the DIP Agents and DIP Lenders, once every fiscal quarter, a counterpart of (i) a pledge and security agreement duly executed by the Borrower and each other Obligor, and (ii) short-form intellectual property security agreements in a form appropriate for filing with the United States Patent and Trademark Office, the United States Copyright Office or such other Governmental Authority in foreign jurisdictions, as applicable, with respect to registrations of, issuances of and applications for Patents, Trademarks and Copyrights and exclusive inbound licenses under Copyrights registered with or applied for at the United States Copyright Office by any Obligor, duly executed by each applicable Obligor, in each case in form and substance satisfactory to the DIP Agents, to the extent such Intellectual Property was not already covered by any previously delivered short-form intellectual property security agreement.

(iii) The Borrower shall promptly notify the DIP Agents and DIP Lenders if the Borrower or any Restricted Subsidiary knows or has reason to know that any application or registration relating to any material Intellectual Property may become abandoned, lost, or dedicated to

the public or of any adverse determination or development regarding its ownership, registration rights or maintenance thereof.

(iv) The Borrower shall promptly notify the DIP Agents and DIP Lenders of any material Adverse Proceeding brought by any Person challenging the right of the Borrower any Restricted Subsidiary to use any Intellectual Property owned or licensed to the Borrower or a Restricted Subsidiary, challenging the validity of any Intellectual Property owned or purported to be owned by the Borrower or a Restricted Subsidiary, or claiming infringement, misappropriation or any other violation by the Borrower or a Restricted Subsidiary of any rights in Intellectual Property of any Person.

(v) With respect to any Intellectual Property License, the Borrower shall, and shall cause each Restricted Subsidiary to: (i) not renew, terminate, amend or release such rights in any manner that limits scope or increases payments without prior written consent of each DIP Agent (in consultation with the Requisite DIP Lenders), and (ii) promptly notify each DIP Agent and the DIP Lenders in writing of any material breach or default of any Intellectual Property License and deliver to the DIP Agent and DIP Lenders copies of all related notices.

(vi) Each Obligor agrees that it shall, and shall cause each Restricted Subsidiary to, take commercially reasonable steps as necessary and sufficient to establish and preserve its rights under applicable patent laws, including by timely paying all annuities, maintenance fees and renewal fees and prosecuting all material pending Patent applications.

(vii) Each Obligor shall, and shall cause each Restricted Subsidiary to, (i) for each Trademark that is material to the Borrower or such Restricted Subsidiary's business, (x) maintain such Trademark in full force free from any adjudication of abandonment or invalidity for non-use and (y) maintain the quality of products and services offered under such Trademark and (ii) use its commercially reasonable efforts to cause its licensees or its sublicensees to comply with the foregoing described in clause (i).

(viii) Each Obligor shall, and shall cause each Restricted Subsidiary to, (i) use reasonable measures to protect the secrecy, confidentiality, and value of all Trade Secrets within the Intellectual Property of the Borrower such Restricted Subsidiary that are material to its respective business and (ii) use its commercially reasonable efforts to cause its licensees or its sublicensees to comply with the foregoing described in clause (i).

(ix) Each Obligor shall, and shall cause each Restricted Subsidiary to, take all actions necessary to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability, payment of maintenance fees and opposition and interference and cancellation proceedings.

(x) Each Obligor shall, and shall cause each Restricted Subsidiary to, unless it shall reasonably determine that such Patent, Trademark or Copyright is in not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the DIP Agents shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(m) Use of Proceeds. The Obligors shall use DIP Proceeds and Cash Collateral solely in accordance with the DIP Term Sheet.

(n) Non-Consolidation. Each Obligor shall: (i) maintain entity records and books of account separate from those of any Affiliate, (ii) not commingle its funds or assets with those of any Affiliate, and (iii) provide that its board of directors or equivalent will hold appropriate meetings to authorize and approve such entity's actions, which meetings will be separate from those of other entities.

(o) Debtor-in-Possession Obligations. Each Obligor shall comply in a timely manner with its obligations and responsibilities as a debtor-in-possession under the Bankruptcy Code, the Bankruptcy Rules and any order of the Bankruptcy Court (including the DIP Orders and any "first day" orders and "second day" orders), as each such order is amended and in effect from time to time in accordance with the DIP Loan Documents.

(p) Fiscal Year. The Borrower and the Restricted Subsidiaries shall cause their fiscal year to end on December 31 of each calendar year unless the Administrative Agent and the Requisite DIP Lenders consent to a change in such fiscal year, and shall maintain their accounting policies as in existence on the Petition Date, except as otherwise required to be changed under GAAP.

(q) Lender Calls. From and after the Initial Closing Date, the Borrower shall hold a weekly conference call attended by members of management of the Borrower and its restructuring advisors, to which the DIP Lenders shall be invited to discuss the financial condition of the Borrower, the other Obligors, their respective Subsidiaries and the results of their operations.

(r) Compliance with Orders. The Obligors shall comply in all respects, after entry thereof, with all requirements and obligations set forth in all orders of the Bankruptcy Court in the Chapter 11 Cases, as such orders may be amended, and to the extent such orders remain in full force and effect and have not been vacated, reversed, terminated, or stayed.

(s) Other Information. The Obligors shall, and shall cause the Subsidiaries to, provide such other information (financial or otherwise) with respect to the Borrower and the Subsidiaries as the DIP Agents and the DIP Lenders may reasonably request.

(t) Further Assurances. At any time upon the reasonable request of any DIP Agent, each Obligor shall, at its expense, promptly execute and deliver such further documents and do such other acts as reasonably requested to perfect, establish "control" as defined in the UCC, ensure the priorities, rights and remedies or renew the rights of the Collateral Agent for the benefit of the DIP Lenders with respect to the DIP Collateral. Each Obligor shall take such actions as any DIP Agent or any DIP Lender may reasonably request to ensure that the Obligations are guaranteed by the Obligors and secured by all property of the Obligors (subject to the limitations contained herein and in the other DIP Loan Documents). Each entity that becomes a Debtor after the date hereof shall enter into a joinder agreement in forma and substance acceptable to the Initial DIP Lender and the DIP Agents, in their sole discretion. Any DIP Agent (at the direction of the Requisite DIP Lenders) shall have the right to challenge the amount, validity, and perfection of any Lien that purports to be senior to any Lien securing the DIP Obligations, including any lien that would constitute a superpriority Lien.

(u) Post-Closing Matters. Each Obligor shall execute and deliver the documents and complete the tasks set forth on Schedule II(a), in each case within the time limits specified therein. All conditions precedent and representations contained in this Term Sheet and the other Loan

Documents shall be deemed modified to the extent necessary to permit the taking of the actions described on Schedule II(a) within the time periods required thereon.

**Schedule II(a)**
**Certain Post-Closing Obligations**

1. Within thirty (30) days following the Initial Closing Date (or such later date as the Initial DIP Lender may agree in its sole discretion), Borrower shall deliver to the DIP Agents insurance endorsements naming Collateral Agent, for the benefit of DIP Lenders, as additional insured and loss payee thereunder to the extent required under Annex II, Section (h), in each case in form and substance satisfactory to the Initial DIP Lender.

2. Within thirty (30) days following the Initial Closing Date (or such later date as the Initial DIP Lender may agree in its sole discretion), the Borrower shall deliver to the DIP Agents a counterpart of (i) a pledge and security agreement, duly executed by the Borrower and each other Obligor, and (ii) short-form intellectual property security agreements, in a form appropriate for filing with the United States Patent and Trademark Office or the United States Copyright Office or such other Governmental Authority in foreign jurisdictions, as applicable, with respect to registrations of, issuances of and applications for Patents, Trademarks and Copyrights and exclusive inbound licenses under Copyrights registered with or applied for at the United States Copyright Office by an Obligor, duly executed by each applicable Obligor, in each case in form and substance satisfactory to the DIP Agents and Initial DIP Lender.

3. Within forty-five (45) days following the Initial Closing Date (or such later date as the Initial DIP Lender may agree in its sole discretion), the Borrower shall deliver to the DIP Agents a counterpart of a Deposit Account Control Agreement with respect to each Deposit Account maintained by any Obligor, duly executed by the applicable Obligor and the applicable depositary bank.

4. Within forty-five (45) days following the Initial Closing Date (or such later date as the Initial DIP Lender may agree in its sole discretion), the Borrower shall deliver to the DIP Agents a counterpart of a Securities Account Control Agreement with respect to each Securities Account maintained by any Obligor, duly executed and delivered by the applicable Obligor and the applicable Securities Intermediary.

ANNEX III

NEGATIVE COVENANTS

Capitalized terms used herein but not otherwise defined shall have the meaning set forth in Exhibit I-A of Annex I.

So long as any principal of or interest on any DIP Loan or any other DIP Obligation (whether or not due) shall remain unpaid (other than contingent indemnity obligations) or any DIP Lender shall have any outstanding Commitment Amount hereunder, the Obligors shall not, and shall not permit any Intercompany Beneficiary to, do any of the following, unless the Requisite DIP Lenders shall consent otherwise in writing.

(a) Limitations on Indebtedness. The Obligors shall not, and shall not permit any Restricted Subsidiary to, incur or permit to exist any Indebtedness except that the following Indebtedness shall be permitted (but not any extensions, renewals or replacements of such Indebtedness except with the express written approval of the Requisite DIP Lenders), in each case in accordance with the DIP Budget:

i. Indebtedness under the DIP Facility;

ii. Indebtedness of the Obligors existing on the Initial Closing Date and listed on Schedule III(a) to this Annex III;

iii. Indebtedness related to matters described in Section (d)(iii) below, as and to the extent so characterized;

iv. guarantees of Indebtedness otherwise permitted to be incurred under this Section (a);

v. Indebtedness consisting of the financing of insurance premiums, in the ordinary course of business;

vi. Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Obligors, pursuant to reimbursement or indemnification obligations to such Person, in each case, provided in the ordinary course of business or consistent with industry practices;

vii. Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business (provided that such Indebtedness is extinguished within five Business Days of its incurrence) or other cash management services in the ordinary course of business;

viii. Indebtedness among Obligors, provided that such Indebtedness is evidenced by a note or other debt instrument and is subordinated to the DIP Obligations, in form and substance satisfactory to the Initial DIP Lender; and

ix. the Intercompany Facility; provided that such Intercompany Facility is pledged in favor of the DIP Lender and proceeds of such intercompany Indebtedness are applied in accordance with the DIP Budget and the restrictions included under the Header "Purpose/Use of Proceeds".

(b) Limitations on Liens. The Obligors shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly create, incur or suffer to exist any Lien on any property or asset of any kind, except that the following Liens shall be permitted:

i. Liens securing the DIP Obligations;

ii. Liens in existence on the Initial Closing Date listed on Schedule III(b) to this Annex III;

iii. Liens for Taxes not yet due or Taxes that are being contested in good faith by appropriate proceedings, promptly instituted and diligently conducted and adequate reserves have been made in accordance with GAAP, and Liens for Taxes the payment of which is prohibited, stayed or excused by the Bankruptcy Code or Bankruptcy Court;

iv. statutory Liens of landlords, of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (other than any such Lien imposed pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code), in each case incurred in the ordinary course of business, provided, that such Liens are not in imminent danger of foreclosure and would not otherwise reasonably be expected to have a Material Adverse Effect;

v. pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with GAAP or imposed by ERISA;

vi. non-exclusive licenses granted in the ordinary course of business and consistent with past practice, and that do not interfere in any material respect with the business of the respective Obligor; and

vii. customary rights of set-off and banker's liens arising by operation of law or by the terms of documents of banks or other financial institutions in relation to the ordinary maintenance and administration of Deposit Accounts or Securities Accounts, provided, that such Liens are not in imminent danger of foreclosure and would not otherwise reasonably be expected to have a Material Adverse Effect.

(c) Sale and Lease Back. The Obligors shall not, and shall not permit any Restricted Subsidiary to, enter into any sale leaseback transaction, or otherwise becoming or remaining liable as lessee or guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired that (a) has been or is to be sold or transferred to any other person or (b) is intended for use for substantially the same purpose as any other property that has been sold or is to be sold or transferred by an the Borrower or any Restricted Subsidiary to any person in connection with such lease.

(d) Limitation on Investments. The Obligors shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, make or own any investments, loans and advances (collectively, the "Investments"), except that the following Investments shall be permitted, in each case in accordance with the DIP Budget:

i. Investments existing on the Initial Closing Date and described on Schedule III(c) to this Annex III;

ii. (A) Investments existing on the Initial Closing Date in the Obligors or any of their Subsidiaries and (B) Investments among the Obligors;

iii. Investments (A) constituting deposits, prepayments and/or other credits to suppliers and (B) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, made in the ordinary course of business and consistent with the past practices of the Obligors and, in the case of clause (B), to the extent necessary to maintain the ordinary course of supplies; provided that any Investment under this Section (d)(iii) shall be made in accordance with the DIP Budget; and

iv. Intercompany loans to the extent permitted under Section (a)(viii) and (ix).

(e) Mergers and Consolidations; Dispositions. The Obligors shall not (i) merge, consolidate, liquidate, dissolve or enter into any similar transactions, (ii) make any sales of any part of their business, property or assets or equity of any kind whatsoever, whether in one transaction or a series of related transactions (or agree to do any of the foregoing) (each a "Disposition") or (iii) make any acquisitions of any kind, except that the following shall be permitted:

i. Dispositions of surplus, obsolete or worn out property in the ordinary course of business; and

ii. Sales of assets or equity pursuant to section 363 of the Bankruptcy Code on terms and conditions satisfactory to the DIP Agents and Requisite DIP Lenders and approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code.

(f) Restricted Payments. The Obligors shall not, and shall not permit any Restricted Subsidiary to, through any means or manner or through any other Person, directly or indirectly, declare, order, pay, make or set apart any Restricted Payment except that any Obligor may make payments under the Intercompany Facility pursuant to the terms thereof.

(g) Cap Ex. The Obligors shall not, and shall not permit any Restricted Subsidiary to, make any capital expenditures except as specifically contemplated by the DIP Budget or approved by order of the Bankruptcy Court and the Requisite DIP Lenders.

(h) Prohibition on Restrictive Agreements. No Obligor shall, and no Obligor shall permit any Restricted Subsidiary to, create, incur or permit to exist any consensual restriction or encumbrance on any Subsidiary's ability to (a) pay dividends or make distributions to the Borrower or any Restricted Subsidiary, (b) repay intercompany Indebtedness owing to the Borrower or any Restricted Subsidiary, (c) make loans or advances to the Borrower or any Restricted Subsidiary, or (d) transfer assets to the Borrower or any Restricted Subsidiary, except for restrictions in existence on the Initial DIP Closing Date and described on Schedule III(d).

(i) Affiliate Transactions. The Obligors shall not, and shall not permit any Restricted Subsidiary to, enter into any transactions (including the purchase, sale lease or exchange of any property or the rendering of any service) with any holder of 5% or more of any class of Capital Stock of any Subsidiary of the Borrower or any Restricted Subsidiary (or any affiliate of such holder) or with any affiliate, except for:

i. transactions in existence on the Initial DIP Closing Date and described on Schedule III(e) to this Annex III; and

ii. any transaction on terms that are no less favorable to the Borrower or such Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a person who is not an affiliate, subject to the prior written consent of the Requisite DIP Lenders.

(j) Change in Nature of Business. The Obligors shall not, and shall not permit any of their Subsidiaries to, engage in any business other than the business engaged in on the Initial DIP Closing Date. The Borrower shall not have any material liabilities (other than the DIP Obligations) or own any material assets (other than the equity interests of its Subsidiaries as of the Petition Date).

(k) Investment Company Act of 1940. The Obligors shall not, and shall not permit any of their Subsidiaries to engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(l) Federal Reserve Regulations. The Obligors shall not, and shall not permit any of their Subsidiaries to, permit any DIP Loan or the proceeds of any DIP Loan to be used for any purpose that would cause such DIP Loan to be a margin loan under the provisions of Regulation T, U or X of the Board of Governors.

(m) Sanctioned Persons; Anticorruption Laws; AML Laws. The Obligors shall not, and shall not permit any of their Subsidiaries to:

i. conduct, nor permit any of its Subsidiaries to conduct, any business or engage in any transaction or deal with or for the benefit of any Sanctioned Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Sanctioned Person; or

ii. use, nor permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any DIP Loan, (A) to fund any activities or business of or with any Sanctioned Person or in any other manner that would result in a violation of any Sanctions by any Person (including by any Person participating in any DIP Loan, whether as underwriter, advisor, investor or otherwise), or (B) for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anticorruption Law or any AML Law.

(n) Modification of Organizational Documents. The Obligors shall not amend, modify or otherwise change, or permit any Subsidiary to amend, modify or otherwise change, any of its Organizational Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests' or (b) amend, modify or otherwise change the tax designation (i.e. corporation, partnership, etc.) of any Obligor or its Subsidiaries.

(o) Cash Collateral. After entry of the Final DIP Order, the Obligors shall not deposit or hold any funds in Deposit Accounts and Securities Accounts that are not subject to a Deposit Account Control Agreement or Securities Account Control Agreement, as applicable.

(p) Equity Issuance; Other Agreements. The Obligors shall not, and shall not permit any Restricted Subsidiary to, (x) issue any Capital Stock or (y) enter into of any hedging agreements and other derivative transactions.

(q) Intellectual Property. The Obligors shall not, and shall not permit any Restricted Subsidiary to, take any act or omit to take any act (and shall use commercially reasonable efforts to prevent the Borrower or any Restricted Subsidiary's licensees from taking any act or omitting to take any act) whereby any Intellectual Property that is material to the Borrower or such Restricted Subsidiary's business may become invalidated, unenforceable, abandoned, cancelled, forfeited, impaired or dedicated to the public, or that would otherwise adversely affect the validity or enforceability of, or result in the grant of a security interest in, any of the Borrower or such Restricted Subsidiary's material Intellectual Property.

(r) Security Matters. No Obligor shall change its corporate name, identity, jurisdiction, or tax ID without (x) the consent of the Requisite DIP Lenders and (y) filing or causing to file such UCC filings as are necessary to maintain perfected security interests.

(s) Additional Bankruptcy Matters. The Obligors shall not and shall not permit any of their Subsidiaries to do any of the following other than as permitted by the DIP Orders:

i. use any portion or proceeds of the DIP Loans or the

ii. DIP Collateral for payments or purposes that would violate the terms of the DIP Orders, the DIP Term Sheet or the other DIP Loan Documents;

iii. make to or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the DIP Orders,

iv. incur, create, assume or suffer to exist or permit (or seek to incur, create, assume or permit) any other superpriority administrative claim or Lien which is pari passu with or senior to the DIP Superpriority Claims and DIP Liens of the DIP Agents and the DIP Lenders hereunder except for the Carve-Out,

v. make, permit or support any challenge to the DIP Superpriority Claims and DIP Liens of the DIP Agents and the DIP Lenders hereunder;

vi. assert, join, investigate, support or prosecute any claim or cause of action against any of the DIP Agents or DIP Lenders;

vii. seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of the DIP Orders, the DIP Term Sheet or the other DIP Loan Documents, or refrain from taking any action that is required to be taken by the terms of the DIP Order, the DIP Term Sheet or any of the other DIP Loan documents,

viii. object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the DIP Agents or the DIP Lenders with respect to the DIP Collateral following the occurrence of an Event of Default, including without limitation a

motion or petition by any DIP Agent or any DIP Lender to lift an applicable stay of proceedings to do the foregoing (provided that any Debtor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Orders and the DIP Term Sheet and the other DIP Loan Documents)

ix. without the consent of the Requisite DIP Lenders, move to assume or reject any material lease, license or other material contract of any Obligor] pursuant to Section 365 of the Bankruptcy Code;

x. except as expressly provided or permitted hereunder or as otherwise contemplated in the then-in-effect DIP Budget (including Permitted Variances thereto) make any payment or distribution to any non-Subsidiary Affiliate or insider of any Debtor;

xi. assert any right of subrogation or contribution against any other Obligor under the DIP Term Sheet or any other DIP Loan Document; or

xii. file or pursue or support any other Person in filing or pursuing any Plan of Reorganization or other Chapter 11 plan or disclosure statement in respect of any Obligor that is not an Approved Plan or Approved Disclosure Statement.

**Schedule (III)(a)**
**Indebtedness in Existence on Initial Closing Date**

**Schedule (III)(b)**
**Liens in Existence on Initial Closing Date**

**Schedule III(c)**
**Investments in Existence on Initial Closing Date**

**Schedule III(d)**
**Restrictive Agreements in Existence on Initial Closing Date**

**Schedule III(e)**
**Affiliate Transactions in Existence on Initial Closing Date**

ANNEX IV

INTERCOMPANY FACILITY TERM SHEET

This term sheet sets forth the principal terms of an intercompany loan facility (the "**Intercompany Facility**") to be provided by ATP Life Sciences Ventures, L.P. (the "**Lender**") to certain non-Debtor subsidiaries identified on Schedule 1 of the Term Sheet (the "**Intercompany Borrowers**"), subject to definitive documentation in form and substance satisfactory to the Initial DIP Lender and the DIP Lender, each in its sole discretion. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in Exhibit I-A attached hereto.

- **Intercompany Borrowers:** Aethon Therapeutics, Inc., Aulos Bioscience, Inc., Replicate Bioscience, Inc**.**
- **Guarantors:** [•][4] Borrowers and Guarantors shall be liable on a joint and several basis.
- **Maximum Facility Size:** $40,000,000.
- **Facility Type:** revolving credit facility.
- **Interest Rate:** 14.0% per annum (calculated on actual/360 day basis), paid-in-kind and payable on the Maturity Date.
- **Source of Funds:** Proceeds from the DIP Facility and/or Cash Collateral.
- **Purpose:** Advances for specific purposes approved in writing by the DIP Lenders and in accordance with the DIP Budget.
- **Fees:** All fees, charges, and other amounts incurred under the DIP Facility attributable to funding the Intercompany Facility shall be borne by the Intercompany Borrowers on a pass-through basis.
- **Maturity Date:** The earlier of (i) the Maturity Date of the DIP Facility or (ii) acceleration of the Intercompany Facility.
- **Collateral:** The obligations of the Intercompany Borrowers under the Intercompany Facility shall be secured by a first priority lien on substantially all assets of the Intercompany Borrowers and each Intercompany Beneficiary.
- **Perfection**: Security interests shall be perfected as required by the Initial DIP Lender and each DIP Agent, each in its sole discretion, which perfection requirements shall include control agreements and intellectual property security agreements.
- **Priority and Subordination Requirements:**
  - **Senior to Existing Obligations:** The Intercompany Facility shall be senior to any existing obligations of any Intercompany Borrower.
  - **Mandatory Subordination Agreements:** Borrowers shall obtain the necessary subordination agreements from existing creditors of any Intercompany Borrower, in form and substance satisfactory to the Initial DIP Lender and the DIP Lender, each in its sole discretion, as a condition precedent to funding the Intercompany Facility.
  - **No Payments to Subordinated Creditors:** No payments of principal, interest, or other amounts shall be made on any subordinated debt while any obligations remain outstanding under the Intercompany Facility.

[4] Note to QE: Do the Intercompany Borrowers have any subsidiaries? These entities should be included as guarantors since they will indirectly benefit from the intercompany loans

- **Mandatory Prepayment:** All amounts outstanding under the Intercompany Facility shall become immediately due and payable upon acceleration of obligations under the DIP Facility. The Lender shall be required to immediately apply all proceeds received in respect of the Intercompany Facility to the repayment of the DIP Facility .
- **Covenants; Representations and Warranties; Events of Default**. The covenants, representations and warranties, and events of default under the Intercompany Facility shall be substantially the same as those set forth in the DIP Facility, mutatis mutandis, with such modifications as are necessary or appropriate to reflect the nature of the Intercompany Facility and the Intercompany Borrowers.
- **DIP Facility Representations and Warranties. Upon the making of each loan under the Intercompany Facility, each Debtor shall be required to bring down all representations and warranties set forth in the DIP Loan Documents.**
- **Amendments. The terms of the Intercompany Facility may not be amended or waived without the consent of the Initial DIP Lender and each DIP Agent, each in its sole discretion.**

ANNEX V

NOTICE OF BORROWING

**BORROWING REQUEST**

[•]
[•]
Attn.
Email: [•]

Date: February [●], 2026

Reference is hereby made to the Senior Debtor-In-Possession Term Sheet dated as of February [•], 2026 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Term Sheet"), by and among [ATP Life Sciences Ventures, L.P.], (the "Borrower"), the DIP Lenders from time to time party thereto, Oaktree Fund Administration LLC, as Administrative Agent and [Alter Domus (US) LLC] as Collateral Agent and administrative sub-agent. Capitalized terms defined in the Term Sheet are used herein with the same meanings unless otherwise defined herein.

The Borrower hereby gives you notice pursuant to the DIP Term Sheet that it requests the borrowings provided for under the DIP Term Sheet to be made on the date specified below, and in that connection sets forth below the terms on which the borrowings are requested to be made:

(A) Date of borrowing (which shall be a Business Day): February [●], 2026

(B) The requested borrowing is of: DIP Loans

(C) Aggregate Principal Amount of Borrowing: $[7,000,000.00]

(D) Amount, Account Number and Location of the Borrower's account:

| *Wire Transfer Instructions:* | |
|---|---|
| Amount | $[7,000,000.00] |
| Bank: | Banc of California |
| ABA No.: | [•] |

| | |
|---|---|
| Account No.: | 1002146841 |
| Account Name: | Banc of California Checking (USD) AC x6841 |

(E) The undersigned officer of the Borrower hereby certifies, on behalf of the Borrower and not individually, as of the date hereof and after giving effect to the borrowing specified herein, as follows:

1. The representations and warranties of the Borrower set forth in the DIP Term Sheet are true and correct in all material respects on and as of the date hereof; ***provided*** that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; ***provided further*** that any representation and warranty that is qualified as to "materiality", "material adverse effect" or similar language is true and correct in all respects on the date hereof or on such earlier date, as the case may be;

2. At the time of and immediately after giving effect to the borrowing specified herein, no Default or Event of Default has occurred and is continuing; and

3. At the time of and immediately after giving effect to the borrowing specified herein, all conditions precedent set forth under the ["Conditions Precedent to the Interim DIP Availability"] / ["Conditions Precedent to Final DIP Availability"] header in the DIP Term Sheet are satisfied.

(F) The Borrower hereby (a) acknowledges the obligations and agreements set forth in the DIP Term Sheet; (b) reaffirms in full all of the obligations and agreements set forth therein, including without limitation the obligation to repay the DIP Loans and DIP Obligations and the grant of a security interest in the Collateral set forth therein, and its commitment to be bound thereunder and (c) agrees that the DIP Term Sheet is and shall remain in full force and effect.

[*Signature Page Follows*]

**Schedule 1**
**List of Intercompany Borrowers**

- Aethon Therapeutics, Inc., a Delaware corporation
- Aulos Bioscience, Inc., a Delaware corporation
- Replicate Bioscience, Inc., a Delaware corporation

ANNEX VI

AGENCY PROVISIONS

SECTION 1.01 Appointment and Authority. Each of the DIP Lenders hereby irrevocably appoints Oaktree Fund Administration LLC to act on its behalf as the Administrative Agent hereunder and under the other DIP Loan Documents and Alter Domus (US) LLC to act on its behalf as the Collateral Agent hereunder and under the other DIP Loan Documents and each DIP Lender hereby authorizes the DIP Agents to take such actions on their behalf and to exercise such powers as are delegated to the DIP Agents by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Annex VI are solely for the benefit of the DIP Agents, the DIP Lenders, and no Obligor shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" or "agents" in the DIP Term Sheet or in any other DIP Loan Documents (or any other similar term) with reference to DIP Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Each of the DIP Lenders hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such DIP Lender for purposes of acquiring, holding and enforcing any and all Liens on DIP Collateral granted by any of the Obligors to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 1.05 for purposes of holding or enforcing any Lien on the DIP Collateral (or any portion thereof) granted under the DIP Loan Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of this Annex VI (as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the DIP Loan Documents) as if set forth in full herein with respect thereto.

SECTION 1.02 Rights as a DIP Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a DIP Lender as any other DIP Lender and may exercise the same as though it were not the Administrative Agent, and the term "DIP Lender" or "DIP Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its branches and Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

SECTION 1.03 Exculpatory Provisions.

(a) The DIP Agents shall not have any duties or obligations except those expressly set forth herein and in the other DIP Loan Documents, and their duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the DIP Agents:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other DIP Loan Documents that the DIP Agents are required to exercise as directed in writing

by the Requisite DIP Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other DIP Loan Documents); provided that the DIP Agents shall not be required to take any action that, in its opinion or the opinion of their counsel, may expose the DIP Agents to liability or that is contrary to any DIP Loan Document or applicable laws, including for the avoidance of doubt any action that may be in violation of the automatic stay under any debtor relief law or that may effect a forfeiture, modification or termination of property of a defaulting DIP Lender in violation of any debtor relief law; and

(iii) shall not, except as expressly set forth herein and in the other DIP Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the respective DIP Agent or any of its branches or Affiliates in any capacity.

(b) The DIP Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Requisite DIP Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the DIP Agents shall believe in good faith shall be necessary, under the circumstances as provided in the DIP Term Sheet), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. No DIP Agent shall be deemed to have knowledge of any Default unless and until notice describing such Default or Event of Default is given to the DIP Agents in writing by the Borrower, a Lender.

(c) The DIP Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with the DIP Term Sheet or any other DIP Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of the DIP Term Sheet, any other DIP Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in the DIP Term Sheet or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the DIP Agents.

SECTION 1.04 Reliance by DIP Agents. The DIP Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The DIP Agents also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a DIP Loan that by its terms must be fulfilled to the satisfaction of a DIP Lender, the DIP Agents may presume that such condition is satisfactory to such DIP Lender unless the DIP Agents shall have received written notice to the contrary from such DIP Lender prior to the making of such DIP Loan. The DIP Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 1.05 Delegation of Duties. Each DIP Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other DIP Loan Document by or through any one or more sub-agents appointed by the respective DIP Agent. Each DIP Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective related parties. The exculpatory provisions of the DIP Term Sheet shall apply to any such

sub-agent and to the related parties of the DIP Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the DIP Facility as well as activities as DIP Agent. The DIP Agents shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the respective DIP Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 1.06 Resignation of Administrative Agent.

(a) Either DIP Agent may at any time give notice of its resignation to the DIP Lenders and the Borrower. Upon receipt of any such notice of resignation, the Requisite DIP Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no such successor shall have been so appointed by the Requisite DIP Lenders and shall have accepted such appointment within 30 days after the retiring DIP Agent gives notice of its resignation (or such earlier day as shall be agreed by the Requisite DIP Lenders) (the "Resignation Effective Date"), then the retiring DIP Agent may (but shall not be obligated to), on behalf of the DIP Lenders, appoint a successor DIP Agent. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date (i) the retiring DIP Agent shall be discharged from its duties and obligations hereunder and under the other DIP Loan Documents and (ii) except for any indemnity payments owed to the retiring DIP Agent, all payments, communications and determinations provided to be made by, to or through the DIP Agents shall instead be made by or to each DIP Lender, until such time, if any, as the Requisite DIP Lenders appoint a successor DIP Agent as provided for above. Upon the acceptance of a successor's appointment as DIP Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring DIP Agent (other than any rights to indemnity payments owed to the retiring DIP Agent), and the retiring DIP Agent shall be discharged from all of its duties and obligations hereunder or under the other DIP Loan Documents. The fees payable by the Borrower to a successor DIP Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring DIP Agent's resignation hereunder and under the other DIP Loan Documents, the provisions hereof shall continue in effect for the benefit of such retiring DIP Agent, its sub-agents and their respective related parties in respect of any actions taken or omitted to be taken by any of them while the retiring DIP Agent was acting as DIP Agent.

SECTION 1.07 Non-Reliance on DIP Agents and Other DIP Lenders. Each DIP Lender expressly acknowledges that none of the DIP Agents has made any representation or warranty to it, and that no act by any DIP Agent hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of the Borrower or any Affiliate thereof, shall be deemed to constitute any representation or any warranty by any DIP Agent to any DIP Lender as to any matter, including whether any DIP Agent has disclosed material information in their (or their related parties') possession. Each DIP Lender represents to each DIP that it has, independently and without reliance upon any DIP Agent or any other DIP Lender or any of their related parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and its Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into the DIP Term Sheet and to extend credit to the Borrower hereunder. Each DIP Lender also acknowledges that it will, independently and without reliance upon any DIP Agent or any other DIP Lender or any of their related parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon the DIP Term Sheet, any other

DIP Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower. Each DIP Lender represents and warrants that (i) the DIP Loan Documents set forth the terms of a commercial lending facility and certain other facilities set forth herein and (ii) it is engaged in making, acquiring or holding commercial loans, issuing or participating in letters of credit or providing other similar facilities in the ordinary course and is entering into the DIP Term Sheet as a DIP Lender for the purpose of making, acquiring or holding commercial loans as may be applicable to such DIP Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each DIP Lender agrees not to assert a claim in contravention of the foregoing. Each DIP Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans as may be applicable to such DIP Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans is experienced in making, acquiring or holding such commercial loans.

SECTION 1.08 Erroneous Payments.

(a) Each DIP Lender hereby agrees that (i) if any DIP Agent notifies such DIP Lender that such DIP Agent has determined in its sole discretion that any funds received by such DIP Lender from the DIP Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such DIP Lender (whether or not known to such DIP Lender) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such DIP Lender shall promptly, but in no event later than one Business Day thereafter, return to the DIP Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such DIP Lender to the date such amount is repaid to the DIP Agent in same day funds at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect and (ii) to the extent permitted by applicable law, such DIP Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the DIP Agent for the return of any Erroneous Payments received, including, without limitation, waiver of any defense based on "discharge for value" or any similar theory or doctrine. A notice of the DIP Agent to any DIP Lender under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each DIP Lender hereby further agrees that if it receives a payment from any DIP Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the DIP Agent, (y) that was not preceded or accompanied by notice of payment, or (z) that such DIP Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each case, if an error has been made each such DIP Lender is deemed to have knowledge of such error at the time of receipt of such Erroneous Payment, and to the extent permitted by applicable law, such DIP Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the DIP Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on "discharge for value" or any similar theory or doctrine. Each DIP Lender agrees that, in each such case, it shall promptly (and,

in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the DIP Agent of such occurrence and, upon demand from the DIP Agent, it shall promptly, but in all events no later than one Business Day thereafter, return to the DIP Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such DIP Lender to the date such amount is repaid to the DIP Agent in same day funds at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Obligor hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any DIP Lender that has received such Erroneous Payment (or portion thereof) for any reason (and without limiting the Administrative Agent's rights and remedies under this Section 1.08), the DIP Agent shall be subrogated to all the rights of such DIP Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by the Borrower or any other Obligor.

(d) In addition to any rights and remedies of the Administrative Agent provided by law, Administrative Agent shall have the right, without prior notice to any DIP Lender, any such notice being expressly waived by such DIP Lender to the extent permitted by applicable law, with respect to any Erroneous Payment for which a demand has been made in accordance with this Section 1.08 and which has not been returned to the Administrative Agent, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Administrative Agent or any of its Affiliate, branch or agency thereof to or for the credit or the account of such DIP Lender. Administrative Agent agrees promptly to notify the DIP Lender after any such setoff and application made by Administrative Agent; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

(e) Each party's obligations under this Section 1.08 shall survive the resignation or replacement of any DIP Agent, the termination of the Commitments or the repayment, satisfaction or discharge of all obligations (or any portion thereof) under any DIP Loan Document.

# Annex VII

## Plan Term Sheet

***Draft***

ANNEX VII

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**APPLE TREE LIFE SCIENCE VENTURES, L.P.**
**JOINT PLAN OF REORGANIZATION TERM SHEET**
(Exhibit 1 to the DIP Loan Term Sheet)

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**THIS PLAN TERM SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF APPLE TREE LIFE SCIENCE VENTURES, LLP. ANY SUCH OFFER OR SOLICITATION IS SUBJECT TO COMPLETE DILIGENCE AND SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.**

## *PLAN TERM SHEET*

### INTRODUCTION

This plan term sheet (the "**Plan Term Sheet**") describes the terms of a restructuring (the "**Restructuring**") of **APPLE TREE LIFE SCIENCE VENTURES, L.P.** ("**ATPLSV**") and **ATP III GP, Ltd.** ("**ATPGP**" and with ATPLSV, collectively, the "**Debtors**") to be effectuated through their cases filed under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

The Debtors will implement the Restructuring through a plan of reorganization (as it may be amended or supplemented from time to time, including all exhibits, schedules, supplements, appendices, annexes and attachments thereto, the "**Plan of Reorganization**"), which shall be consistent with the terms of this Plan Term Sheet, under chapter 11 of the Bankruptcy Code. This Plan Term Sheet incorporates the rules of construction set forth in section 102 of the Bankruptcy Code.

The governing documents with respect to the Restructuring will contain terms and conditions that are dependent on each other, including those described in this Plan Term Sheet.

This Plan Term Sheet does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive documentation governing the Restructuring. The Restructuring will not contain any material terms or conditions that are inconsistent in any material respect with this Plan Term Sheet.

This Plan Term Sheet is a draft, is intended for discussions purposes only, and is subject to Federal Rule of Evidence 408. This Plan Term Sheet has not been approved by the board of directors of the Debtors as applicable and is not binding on any party, including but not limited to the DIP Lenders (as defined herein).

| **OVERVIEW** | |
|---|---|
| **DIP Facility** | In conjunction with the Restructuring, Oaktree L.P. (the "**Initial DIP Lender**") and its assignees (together, the "**DIP Lenders**") or one or more of its designated affiliates, will provide a secured debtor-in-possession financing facility (such facility, the "**DIP Facility**"), in an amount up to $65 million. The terms and conditions of the DIP Facility are set forth in the term sheet attached hereto as Annex 1 (the "**DIP Loan Term Sheet**"). The DIP Facility will, at the DIP Lenders' option, convert into [ATPGP equity interests] as specified below. |
| **Debt and Equity Interests to be Repaid/ Restructured** | The following claims against, and equity securities (as defined in section 101(16) of the Bankruptcy Code) in, the Debtor (an "**Interest**") will receive treatment under the Plan of Reorganization as specified in this Plan Term Sheet:<br><br>(i) Approximately $[●] million in general unsecured claims against Debtors (the "**General Unsecured Claims**").<br><br>(ii) Limited Partnership Interests in ATPLSV (the "**Limited Partnership Interests**").<br><br>(iii) Equity Interests in ATPGP (collectively, "**General Partnership Interests**"). |
| **Restructuring Transactions** | The order, consistent with this Plan Term Sheet, entered by the Bankruptcy Court confirming the Plan of Reorganization (the "**Confirmation Order**") shall be deemed to authorize, among other things, all actions as may be necessary or appropriate, to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan of Reorganization as follows:<br><br>(i) All equity interests of ATPLSV in Braeburn Pharmaceuticals, Inc. ("**Braeburn**") will be distributed to holders of Prepetition Limited Partnership Interests[1], either in kind, through an intermediate holding company organized under the laws of the state of Delaware or following the monetization of same and owned pro rata according to Amendment 22 to the Limited Partnership Agreement.[2]<br><br>(ii) All equity interests of ATPLSV in Pool IV Assets[3] will be transferred to a liquidating trust established on the effective date of the Plan (the "**Liquidating Trust**") with the beneficial interests therein held by holders of Prepetition Limited Partnership Interests pro rata according to the attached Ownership Chart for Pool IV Assets. |

[1] NTD: To be defined.
[2] NTD: All distributions in Pool Braeburn to be determined.
[3] Pool IV Assets are all of ATPLSV's interest in or related to Tusker Medical, Inc. Syntimmune, Inc. Corvidia Therapeutics Corporation.

| | |
|---|---|
| | (iii) All equity interests owned by ATPLSV in the **Portcos**[4], will be retained by Reorganized ATPLSV.<br><br>(iv) $[•] million, less the cost to fund (a) any unpaid administrative fees and (b) the Liquidating Trust will be paid on the Effective Date to holders of Rigmora Limited Partnership Interests.[5]<br><br>(v) ATPLSV and ATPGP will be reorganized under the laws of the State of Delaware pursuant to amended and restated organizational documents.<br><br>(vi) All other Limited Partnership Interests will flow through to Reorganized ATPLSV, subject to dilution as provided in the Plan of Reorganization. |
| **Securities to be Issued under the Plan of Reorganization**[6] | **Plan Funding/Investment.** Up to approximately $[300 million plus all outstanding DIP Facility obligations] will be invested in accordance with the appropriate agreements governing such investment and/or advanced pursuant to the exit facility described in the exit facility agreement attached hereto as Annex 1 (the **"Exit Facility"**).[7]<br><br>**LP Interests**. ATPLSV will issue a single class of limited partnership interests "**Reorganized LP Interests**") on the effective date of the Plan of Reorganization (the "**Effective Date**"), which Reorganized LP Interests will be deemed fully paid and non-assessable.<br><br>**GP Interests**. ATPGP will issue a single class of common equity interests ("**Reorganized GP Interests**").<br><br>**Management Equity Plan**. There will be allocated [•]% shares of Reorganized LP Interests to provide a Management Equity Plan (as defined below) with a reserve for equity awards of Reorganized LP Interests. |
| **Section 1145 of the Bankruptcy Code** | The securities issued under the Plan of Reorganization will be exempt from registration under the Securities Act of 1933 pursuant to section 1145 of the Bankruptcy Code. |
| **Distributions** | Each holder of an Allowed Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors or Interest, as applicable, will receive under the Plan of Reorganization the treatment described below (or less favorable treatment that may be agreed by the Debtor and the holder of such Allowed Claim or Interest) in exchange for such holder's Allowed Claim or Interest. |

[4] PortCos shall mean the PortCo Debtors (including Apertor Pharmaceuticals, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Red Quen Therapeutics, Inc; Evercrisp Therapeutics, Inc; Nine Square Therapeutics, Inc.; and Nereid Therapeutics, Inc.) plus Aulos Bioscience, Inc., Ascidian Therapeutics, Inc. Galvanize Therapeutics, Inc., and Marengo Therapeutics, Inc.

[5] NTD: To be defined.

[6] The post-effective date structure and securities to be issued under the plan including pursuant to any Management Equity Plan are subject to continuing diligence including as to the tax efficiency of same.

[7] The actual amount of the investment and/or Exit Facility to be provided is, in the sole discretion of the DIP Lenders, subject to complete legal and business diligence to be conducted by the DIP Lenders.

| | |
|---|---|
| | |
| **CLASSIFICATION AND TREATMENT OF CLAIMS** | |
| **Unclassified Claims** | |
| **DIP Facility Claims** | [$[●] of the DIP Facility will, on the Effective Date, be converted into [●]% Reorganized GP Interests, and $[●] be converted into [●]% Reorganized LP Interests.][8]<br><br>Not classified; non-voting on Plan of Reorganization. |
| **Administrative Claims** | Each holder of an allowed administrative claim, including claims of the type described in section 503(b)(9) (to the extent not already paid during the chapter 11 case), of the Bankruptcy Code, shall receive payment in full (in cash) of the unpaid portion of its allowed administrative claim on the Effective Date or as soon thereafter as practicable (or, if payment is not then due, shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the holder of such claim and the Debtor.<br><br>Not classified; non-voting on Plan of Reorganization. |
| **Priority Tax Claims** | Priority tax claims shall be treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.<br><br>Not classified; non-voting on Plan of Reorganization. |
| **Classified Claims and Interests** | |
| **Class 1—Other Priority Claims** | All claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than priority tax claims against the Debtors, shall be paid in full in cash on the later of the Effective Date or the allowance of the claim; *provided* that, subject to Bankruptcy Court approval, priority wage claims against the Debtors may be paid in full in the ordinary course of business.<br><br>Unimpaired; not entitled to vote – deemed to accept. |

[8] NTD: To discuss any TEV adjustments to conversion amounts or percentages; any assumed TEV in conversion ratios or amounts; conversion of Exit Facility to LP Interest.

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| **Class 2—Other Secured Claims** | Each holder of an Other Secured Claim against the Debtors will receive the following treatment, at the option of the Debtors: (a) payment in full (in cash) on the Effective Date or as soon thereafter as practicable to the extent secured; (b) delivery of collateral securing any such claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or (c) other treatment rendering such claim unimpaired.<br><br>Unimpaired; not entitled to vote – deemed to accept. |
| **Class 3—Prepetition Note Obligations Claims** | Each holder of a claim arising from prepetition note obligations, (a "**Prepetition Note Obligations Claim**") will have its Prepetition Note Obligations Claim reinstated and rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.<br><br>Unimpaired; not entitled to vote – deemed to accept. |
| **Class 4—General Unsecured Claims** | "**General Unsecured Claims**" against the Debtors will consist of all general unsecured claims against the Debtors. Each holder of an allowed General Unsecured Claim against the Debtors will be paid in full in cash in accordance with the terms of such claims.<br><br>Unimpaired; not entitled to vote – deemed to accept. |
| **Class 5—Rigmora Limited Partnership Interests** | Each holder of a Rigmora Limited Partnership Interest will receive its pro rata share of:<br><br>(i) All equity interests of ATPLSV in Braeburn that will be distributed in kind through an intermediate holding company to be formed under the laws of the state of Delaware or following monetization of same and owned pro rata according to Amendment 22 to the Limited Partnership Agreement.[9]<br><br>(ii) All equity interests of ATPLSV in Pool IV Assets that will be transferred to the Liquidating Trust with the beneficial interests therein held by holders of Prepetition Limited Partnership interests pro rata according to the ownership chart attached hereto as **Exhibit []** (the "Ownership Chart").<br><br>(iii) $[•] million, less the cost to fund (a) any unpaid administrative fees and (b) the Liquidating Trust.<br><br>(iv) With respect to Limited Partnership Interests in ATPLSV, "pro rata" means the proportion of fully diluted Prepetition Limited Partnership Interests as reflected on the Ownership Chart.<br><br>Impaired; entitled to vote. |
| **Class 6—Prepetition General Partnership Interest** | Each holder of a Prepetition General Partnership Interest[10] will receive its pro rata share of [●]% of Reorganized GP Interests according to the Plan of Reorganization. |

[9] NTD: All distributions in Pool Braeburn to be determined.

[10] NTD: To be defined.

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| | Impaired; entitled to vote. |
| **Class 7—Other Limited Partnership Interests** | Each holder of a Other Limited Partnership Interest[11] will receive its pro rata share of:<br><br>(i) All equity interests of ATPLSV in Braeburn that will be distributed in kind through an intermediate holding company to be formed under the laws of the state of Delaware or following monetization of same and owned pro rata according to Amendment 22 to the Limited Partnership Agreement.[12]<br><br>(ii) All equity interests of ATPLSV in Pool IV Assets that will be transferred to the Liquidating Trust with the beneficial interests therein held by holders of Prepetition Limited Partnership interests pro rata according to the Ownership Chart.<br><br>(iii) With respect to Limited Partnership Interests in ATPLSV, "pro rata" means the proportion of fully diluted Prepetition Limited Partnership Interests as reflected on the Ownership Chart.<br><br>(iv) Other Limited Partnership Interests will also receive a pro rata share of [●]% of Reorganized LP Interests in Reorganized ATPLSV.<br><br>Impaired; entitled to vote. |
| **GENERAL PROVISIONS** | |
| **Management Equity Plan** | On the Effective Date, Reorganized ATPLSV will implement the Management Equity Plan (the **"Management Equity Plan"**) (to be determined by Reorganized ATPLSV with the consent of the DIP Lenders). |
| **Executory Contracts and Unexpired Leases** | Executory contracts and unexpired leases will be assumed or rejected, as the case may be, in each Debtor's discretion, in the Plan of Reorganization to the extent that any such executory contracts and unexpired leases have not been assumed or rejected by a Debtor in its discretion during the pendency of the chapter 11 reorganization. |
| **Discharge of Claims and Termination of Interests** | **Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan of Reorganization or in any contract, instrument, or other agreement or document created pursuant to the Plan of Reorganization, the distributions, rights, and treatment that are provided in the Plan of Reorganization will be in complete satisfaction, discharge, and release, effective as of the Effective Date, of, Interests, and causes of action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or** |

[11] NTD: To be defined.
[12] NTD: All distributions in Pool Braeburn to be determined.

| | |
|---|---|
| | **properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan of Reorganization on account of such Claims and Interests, including demands, liabilities, and causes of action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the holder of such a Claim or Interest has accepted the Plan of Reorganization. Any default or "event of default" by any Debtor with respect to any Claim or Interest that existed immediately before or on account of the filing of the chapter 11 case shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order will be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.** |
| **Retention of Jurisdiction** | The Bankruptcy Court shall retain jurisdiction for customary matters. |
| **RELEASES** | |
| **Debtor Releases** | Full release, to the maximum extent permitted by law, by each Debtor and its estate in favor of the DIP Lenders and the DIP Agent, holders of General Unsecured Claims, holders of Interests in the Debtors, and current and former officers, directors, employees, advisors, attorneys, professionals, accountants, investment bankers, consultants, agents and other representatives (including their respective officers, directors, employees, members and professionals) of the Debtors and the DIP Lenders and the DIP Agent, such lenders, noteholders and investors from any claims and causes of action based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the chapter 11 case, the Plan of Reorganization and the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan of Reorganization (other than claims based on gross negligence or willful misconduct) arising on or prior to the Effective Date. |
| **Releases Among Released Parties** | The Plan of Reorganization will provide that each of the parties released by the Debtors will release each other and the Debtors for pre-Effective Date matters based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the chapter 11 case, the Plan of Reorganization, and the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan of Reorganization. |

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| **Indemnification/ Exculpation** | Customary indemnification and exculpation provisions. |
| **Discharge** | Customary discharge provisions. |
| **Injunction** | Customary injunction provisions. |
| **Indemnification of Prepetition Officers and Directors** | Under the Plan of Reorganization, all indemnification provisions currently in place (whether in the by-laws, certificate of incorporation, board resolutions, indemnification agreements or employment contracts) for the current and former directors, officers, employees, attorneys, accountants, investment bankers and other professionals of the Debtor will be assumed and irrevocable and will survive the effectiveness of the Plan of Reorganization. |
| **Fiduciary Out** | Notwithstanding anything to the contrary herein, nothing in this Plan Term Sheet or any of the definitive documents shall require the Debtors, nor any of the Debtors' directors, managers, and officers, to take or refrain from taking any action to the extent such person or persons determines based on advice of counsel that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law. |
| **PLAN IMPLEMENTATION AND PROPOSED REORGANIZATION SCHEDULE** | |
| **Timeline** | *See* Section [30] "Milestones" in the DIP Loan Term Sheet. |
| **Conditions Precedent to Plan Effectiveness** | (i) The disclosure statement shall have been approved.<br><br>(ii) The Plan of Reorganization, including any amendments, modifications or supplements thereto, and all documentation contemplated by this Plan Term Sheet or the Plan of Reorganization, shall be in form and substance reasonably satisfactory to the DIP Lender and ATPLSV.<br><br>(iii) The Final DIP order shall remain effective and there shall be no continuing breach thereunder.<br><br>(iv) The Bankruptcy Court shall have entered an order confirming the Plan of Reorganization, which order shall be in form and substance reasonably satisfactory to DIP Lender and ATPLSV.<br><br>(v) All conditions precedent to the Exit Facility shall have been met. |

**EXHIBIT 2**

**Budget**

# Project Newton
# 26-Week Cashflow Forecast
## 2/12/2026

DIP Case

1. Assumptions
2. 26-Week CF_Consol.
3. Port. Funding (2026.7.31)

For information purposes, subject to change
Privileged and Confidential

**Project Newton**
Assumptions

| No. | Category | Description |
|---|---|---|
| 1. | AR Collections - Portfolio Companies | Estimated receipts under existing service agreements |
| 2. | Interest Income | Interest collected from cash held in interest bearing bank accounts |
| 3. | Rigmora Judgement | We have assumed $65M of DIP principal drawn |
| 5. | DIP Financing | We have assumed a delayed draw DIP Loan will be closed by the Debtor the week of February 13, 2026, unless the use of the $~97 million becomes available |
| 6. | Payroll & Benefits | Bi-monthly employee payroll and benefits. Will increase 5% for salaries and 15% for benefits starting January reflecting inflation and cost of living adjustments. Represents approximately 22 employees at ATLS and ATP R&D. March 10, 2026 cash disbursements include payroll and benefits through end of March for portfolio companies. |
| 7. | Retention Bonus | The Debtors and its advisors are developing a retention bonus plan for its employees an will present an appropriate motion and analysis to support the program |
| 8. | Year-End Bonuses | 2025 Year-end bonuses for approximately 22 employees including senior management based on existing contractual target percentages assuming Bankruptcy Court Approval for insiders. Non-insiders annual bonuses are ordinary course |
| 9. | Consultants - Internal | Fixed quarterly fee based on the consulting services agreement with Palmier Services, LTD (Anna Baturina) |
| 10. | Consultants - External | Consulting fee based on contractual hourly rates for outsourced FP&A services of eight employees forecasted as last six month average |
| 11. | Management Fee - ATVM | Quarterly GP management payments to Dr. Harrison. Contractually, $3 million is due on January 1, 2026. Dr. Harrison has voluntarily agreed to adjust payment schedule to quarterly payments of $750,000 |
| 12. | Debtor Portfolio Company Funding | Critical payments to Debtor portfolio companies for payroll, R&D, overhead, and IP preservation; see attached schedules. The projections assume that the portfolio companies are funded at a scaled-back level from historical amounts. Individual expense line items for each portfolio company are projected consistent with individual company research program requirements. |
| 13. | Non-Debtor Portfolio Company Funding | Critical payments to Non-Debtor portfolio companies for payroll, R&D, overhead, and IP preservation; see attached schedules. The projections assume that the portfolio companies are funded at a scaled-back level from historical amounts. Individual expense line items for each portfolio company are projected consistent with individual company research program requirements. |
| 14. | Rent, Maintenance & Utilities | Fixed monthly office rent and Monthly utilities, cleaning, and common area maintenance as last six month average for New York, Boston and shared office spaces |
| 15. | Bank fees | Variable monthly fees based on last six month averages across Bank of California, Citizens Bank, and JPM |
| 16. | Payroll Processing Fees | Monthly Insperity fees forecasted based on last six month average; includes costs to transition portfolio companies to more efficient payroll system, Rippling |
| 17. | Scientific Databases | Monthly contractual payments for Springer, Citeline, Clarivate access to support operations |
| 18. | Internet, Communications, & Office Suppli | Monthly internet, phone, software costs based on historical averages and laptop, hardware, office equipment, and third-party IT support costs forecasted at base amount per head for continued operations |
| 19. | PR and Marketing | Fixed monthly Catalytic Agency fees for marketing and PR services |
| 20. | Travel and Meals | Travel expenses forecasts on last six month averages and adjusted for anticipated litigation/bankruptcy events |

**Project Newton**
Assumptions

| No. | Category | Description |
|---|---|---|
| 21. | Professional Fees - Non-Bankruptcy | Estimated monthly patent and ordinary course legal fees. Third-party valuation costs per audit requirements forecasted on LTM average |
| 22. | Taxes | Annual partnership tax distributions, real estate taxes, and franchise taxes |
| 25. | Professional Fees | Estimated monthly bankruptcy professional service fees |
| 26. | US Trustee Fees | Estimated amount |
| 27. | DIP Cash Fees | Amount represents cash fees for DIP Financing |

**Project Newton**
26-Week CF_Consol.

| | | | | | |
|---|---|---|---|---|---|
| | **Petition Filed December 9, 2025** | **Stub Period of Three Days** | | | |
| | **Beginning Balance** | **15,500,000** | | | |
| **No.** | **Period Ended** | **Forecast 1/23/2026** | **Forecast 1/30/2026** | **Forecast 2/6/2026** | **Forecast 2/13/2026** |
| 1. | AR Collections - Portfolio Companies | 75,916 | - | - | 75,916 |
| 2. | Interest Income | 600 | - | - | - |
| 3. | Rigmora Judgement | - | - | - | - |
| **4.** | **Total Receipts** | **$76,516** | **-** | **-** | **$75,916** |
| 5. | DIP Financing | - | - | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | (327,152) |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | (2,140,414) | - |
| 9. | Consultants - Internal | (85,000) | - | - | - |
| 10. | Consultants - External | - | - | - | - |
| 11. | Management Fee - ATVM | - | - | - | - |
| 12. | Debtor Portfolio Company Funding | (35,000) | (218,859) | (1,844,241) | (1,159,005) |
| 13. | Non-Debtor Portfolio Company Funding | (2,263,334) | (43,667) | (3,670,671) | (2,077,812) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | (4,000) |
| 17. | Scientific Databases | - | - | (61,000) | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (10,675) | (18,375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (69,000) |
| 21. | Professional Fees - Non-Bankruptcy | - | (95,000) | - | - |
| 22. | Taxes | - | - | - | - |
| 23. | **Disbursements before Ch 11 Expenses** | **($2,395,809)** | **($882,628)** | **($7,746,801)** | **($3,637,344)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | - | - | - | - |
| 26. | US Trustee Fees | - | - | - | - |
| 27. | DIP Cash Fees | - | - | - | - |
| 28. | Net Disbursements | ($2,319,293) | ($882,628) | ($7,746,801) | ($3,561,428) |
| 29. | Ending Balance | $13,180,708 | $12,298,080 | $4,551,279 | $989,851 |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | - | - | - | - |
| | Potter Anderson & Corroon LLP | - | - | - | - |
| | B. Riley | - | - | - | - |
| | Kurtzman Carson Consultants, LLC dba Verita Global | - | - | - | - |
| | Wachtell, Murphy King and Walkers | - | - | - | - |
| | Unsecured Creditors Committee | - | - | - | - |
| | Independent Director | - | - | - | - |
| **25.** | **Professional fees** | **-** | **-** | **-** | **-** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 2/20/2026 | Forecast 2/27/2026 | Forecast 3/6/2026 | Forecast 3/13/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | 48,398 | - |
| 2. | Interest Income | 500 | - | - | - |
| 3. | Rigmora Judgement | - | - | - | - |
| **4.** | **Total Receipts** | **$500** | **-** | **$48,398** | **-** |
| 5. | DIP Financing | 7,000,000 | 10,000,000 | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | (327,152) |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | (85,000) | - | - | - |
| 10. | Consultants - External | - | - | - | - |
| 11. | Management Fee - ATVM | - | (750,000) | - | - |
| 12. | Debtor Portfolio Company Funding | (23,375) | (1,354,005) | (2,111,324) | (383,875) |
| 13. | Non-Debtor Portfolio Company Funding | (34,871) | 1,465,540 | (1,858,171) | (948,607) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | (4,000) |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (50,675) | (3,375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | (93,400) | (75,000) | (75,000) |
| 22. | Taxes | - | - | (10,000) | - |
| 23. | **Disbursements before Ch 11 Expenses** | **$6,844,279** | **$8,703,032** | **($4,069,970)** | **($1,751,109)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (1,324,103) | (1,374,103) | (1,324,103) | (1,324,103) |
| 26. | US Trustee Fees | - | - | - | (50,000) |
| 27. | DIP Cash Fees | - | - | - | - |
| 28. | Net Disbursements | $5,520,676 | $7,328,929 | ($5,345,676) | ($3,125,212) |
| 29. | Ending Balance | $6,510,527 | $13,839,455 | $8,493,779 | $5,368,567 |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($488,793) | ($488,793) | ($488,793) | ($488,793) |
| | Potter Anderson & Corroon LLP | (162,931) | (162,931) | (162,931) | (162,931) |
| | B. Riley | (223,448) | (223,448) | (223,448) | (223,448) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (46,552) | (46,552) | (46,552) | (46,552) |
| | Wachtell, Murphy King and Walkers | (116,379) | (116,379) | (116,379) | (116,379) |
| | Unsecured Creditors Committee | (286,000) | (286,000) | (286,000) | (286,000) |
| | Independent Director | - | (50,000) | - | - |
| **25.** | **Professional fees** | **($1,324,103)** | **($1,374,103)** | **($1,324,103)** | **($1,324,103)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 3/20/2026 | Forecast 3/27/2026 | Forecast 4/3/2026 | Forecast 4/10/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | - | - |
| 2. | Interest Income | - | - | 600 | - |
| 3. | Rigmora Judgement | - | - | - | - |
| 4. | **Total Receipts** | **-** | **-** | **$600** | **-** |
| 5. | DIP Financing | - | 48,000,000 | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | (327,152) |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | (85,000) | - | - | - |
| 10. | Consultants - External | - | (371,735) | - | - |
| 11. | Management Fee - ATVM | - | - | (650,000) | - |
| 12. | Debtor Portfolio Company Funding | (44,125) | (578,875) | (2,911,824) | (361,875) |
| 13. | Non-Debtor Portfolio Company Funding | (34,871) | 1,160,010 | (1,981,584) | (859,234) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | (4,000) |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (28,675) | (375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | (20,000) | (75,000) | (25,000) |
| 22. | Taxes | - | - | - | - |
| 23. | **Disbursements before Ch 11 Expenses** | **($176,471)** | **$47,646,297** | **($5,630,883)** | **($1,589,736)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (1,324,103) | (1,374,103) | (1,324,103) | (1,324,103) |
| 26. | US Trustee Fees | - | - | - | - |
| 27. | DIP Cash Fees | - | - | - | - |
| 28. | **Net Disbursements** | **($1,500,574)** | **$46,272,194** | **($6,954,386)** | **($2,913,839)** |
| 29. | **Ending Balance** | **$3,867,993** | **$50,140,187** | **$43,185,800** | **$40,271,961** |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($488,793) | ($488,793) | ($488,793) | ($488,793) |
| | Potter Anderson & Corroon LLP | (162,931) | (162,931) | (162,931) | (162,931) |
| | B. Riley | (223,448) | (223,448) | (223,448) | (223,448) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (46,552) | (46,552) | (46,552) | (46,552) |
| | Wachtell, Murphy King and Walkers | (116,379) | (116,379) | (116,379) | (116,379) |
| | Unsecured Creditors Committee | (286,000) | (286,000) | (286,000) | (286,000) |
| | Independent Director | - | (50,000) | - | - |
| 25. | **Professional fees** | **($1,324,103)** | **($1,374,103)** | **($1,324,103)** | **($1,324,103)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 4/17/2026 | Forecast 4/24/2026 | Forecast 5/1/2026 | Forecast 5/8/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | - | - |
| 2. | Interest Income | - | - | 500 | - |
| 3. | Rigmora Judgement | - | - | - | - |
| **4.** | **Total Receipts** | **-** | **-** | **$500** | **-** |
| 5. | DIP Financing | - | - | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | (327,152) |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | - | (85,000) | - | - |
| 10. | Consultants - External | - | - | - | - |
| 11. | Management Fee - ATVM | - | - | - | - |
| 12. | Debtor Portfolio Company Funding | (22,125) | (556,875) | (2,369,732) | (18,700) |
| 13. | Non-Debtor Portfolio Company Funding | (94,084) | 937,763 | (1,862,767) | (25,267) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | (4,000) |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (28,675) | (375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | (20,000) | (75,000) | (73,400) |
| 22. | Taxes | - | - | - | - |
| **23.** | **Disbursements before Ch 11 Expenses** | **($128,684)** | **($267,215)** | **($4,319,974)** | **($460,994)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (1,324,103) | (1,374,103) | (921,823) | (881,770) |
| 26. | US Trustee Fees | - | (100,000) | - | - |
| 27. | DIP Cash Fees | (1,000,000) | - | - | - |
| **28.** | **Net Disbursements** | **($2,452,787)** | **($1,741,319)** | **($5,241,297)** | **($1,342,763)** |
| **29.** | **Ending Balance** | **$37,819,174** | **$36,077,855** | **$30,836,558** | **$29,493,795** |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($488,793) | ($488,793) | ($362,069) | ($362,069) |
| | Potter Anderson & Corroon LLP | (162,931) | (162,931) | (120,690) | (120,690) |
| | B. Riley | (223,448) | (223,448) | (165,517) | (165,517) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (46,552) | (46,552) | (34,483) | (34,483) |
| | Wachtell, Murphy King and Walkers | (116,379) | (116,379) | (86,207) | (46,154) |
| | Unsecured Creditors Committee | (286,000) | (286,000) | (152,857) | (152,857) |
| | Independent Director | - | (50,000) | - | - |
| **25.** | **Professional fees** | **($1,324,103)** | **($1,374,103)** | **($921,823)** | **($881,770)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 5/15/2026 | Forecast 5/22/2026 | Forecast 5/29/2026 | Forecast 6/5/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | - | - |
| 2. | Interest Income | - | 500 | - | - |
| 3. | Rigmora Judgement | - | - | - | - |
| **4.** | **Total Receipts** | **-** | **$500** | **-** | **-** |
| 5. | DIP Financing | - | - | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | (327,152) |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | - | (85,000) | - | - |
| 10. | Consultants - External | - | - | - | - |
| 11. | Management Fee - ATVM | - | - | - | - |
| 12. | Debtor Portfolio Company Funding | (358,450) | (18,700) | (563,450) | (1,953,591) |
| 13. | Non-Debtor Portfolio Company Funding | (956,745) | (25,267) | 820,251 | (1,904,084) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | (4,000) |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (28,675) | (375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | (20,000) | - | (25,000) |
| 22. | Taxes | - | - | - | - |
| **23.** | **Disbursements before Ch 11 Expenses** | **($1,327,670)** | **($692,070)** | **$244,326** | **($4,226,301)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (881,770) | (931,770) | (881,770) | (881,770) |
| 26. | US Trustee Fees | - | - | - | - |
| 27. | DIP Cash Fees | - | - | - | - |
| **28.** | **Net Disbursements** | **($2,209,440)** | **($1,623,339)** | **($637,443)** | **($5,108,071)** |
| **29.** | **Ending Balance** | **$27,284,355** | **$25,661,016** | **$25,023,572** | **$19,915,502** |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($362,069) | ($362,069) | ($362,069) | ($362,069) |
| | Potter Anderson & Corroon LLP | (120,690) | (120,690) | (120,690) | (120,690) |
| | B. Riley | (165,517) | (165,517) | (165,517) | (165,517) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (34,483) | (34,483) | (34,483) | (34,483) |
| | Wachtell, Murphy King and Walkers | (46,154) | (46,154) | (46,154) | (46,154) |
| | Unsecured Creditors Committee | (152,857) | (152,857) | (152,857) | (152,857) |
| | Independent Director | - | (50,000) | - | - |
| **25.** | **Professional fees** | **($881,770)** | **($931,770)** | **($881,770)** | **($881,770)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 6/12/2026 | Forecast 6/19/2026 | Forecast 6/26/2026 | Forecast 7/3/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | - | - |
| 2. | Interest Income | 500 | - | - | 500 |
| 3. | Rigmora Judgement | - | - | - | - |
| 4. | **Total Receipts** | **$500** | **-** | **-** | **$500** |
| 5. | DIP Financing | - | - | - | - |
| 6. | Payroll & Benefits | - | (327,152) | - | - |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | - | (85,000) | - | - |
| 10. | Consultants - External | - | - | (371,735) | - |
| 11. | Management Fee - ATVM | - | - | - | - |
| 12. | Debtor Portfolio Company Funding | (374,375) | (34,625) | (569,375) | (2,727,166) |
| 13. | Non-Debtor Portfolio Company Funding | (963,062) | (31,584) | 833,935 | (3,440,767) |
| 14. | Rent, Maintenance & Utilities | - | (105,276) | - | - |
| 15. | Bank fees | - | (1,500) | - | - |
| 16. | Payroll Processing Fees | - | (4,000) | - | - |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (28,675) | (375) | (375) |
| 19. | PR and Marketing | - | (7,500) | - | - |
| 20. | Travel and Meals | (12,100) | (69,000) | (12,100) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | - | (20,000) | - |
| 22. | Taxes | - | - | - | - |
| 23. | **Disbursements before Ch 11 Expenses** | **($1,349,912)** | **($694,311)** | **($139,650)** | **($6,180,407)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (881,770) | (881,770) | (931,770) | (881,770) |
| 26. | US Trustee Fees | - | - | - | - |
| 27. | DIP Cash Fees | - | - | - | - |
| 28. | **Net Disbursements** | **($2,231,182)** | **($1,576,081)** | **($1,071,420)** | **($7,061,677)** |
| 29. | **Ending Balance** | **$17,684,320** | **$16,108,239** | **$15,036,819** | **$7,975,142** |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($362,069) | ($362,069) | ($362,069) | ($362,069) |
| | Potter Anderson & Corroon LLP | (120,690) | (120,690) | (120,690) | (120,690) |
| | B. Riley | (165,517) | (165,517) | (165,517) | (165,517) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (34,483) | (34,483) | (34,483) | (34,483) |
| | Wachtell, Murphy King and Walkers | (46,154) | (46,154) | (46,154) | (46,154) |
| | Unsecured Creditors Committee | (152,857) | (152,857) | (152,857) | (152,857) |
| | Independent Director | - | - | (50,000) | - |
| 25. | **Professional fees** | **($881,770)** | **($881,770)** | **($931,770)** | **($881,770)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Forecast 7/10/2026 | Forecast 7/17/2026 | Forecast 7/24/2026 | Forecast 7/31/2026 |
|---|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | - | - | - | - |
| 2. | Interest Income | - | - | - | - |
| 3. | Rigmora Judgement | - | - | - | - |
| **4.** | **Total Receipts** | **-** | **-** | **-** | **-** |
| 5. | DIP Financing | - | - | - | - |
| 6. | Payroll & Benefits | (327,152) | - | (327,152) | - |
| 7. | Retention Bonus | - | - | - | - |
| 8. | Year-End Bonuses | - | - | - | - |
| 9. | Consultants - Internal | - | - | (85,000) | - |
| 10. | Consultants - External | - | - | - | (371,735) |
| 11. | Management Fee - ATVM | - | - | - | - |
| 12. | Debtor Portfolio Company Funding | (17,700) | (357,450) | (17,700) | (552,450) |
| 13. | Non-Debtor Portfolio Company Funding | (13,267) | (932,245) | (13,267) | 864,751 |
| 14. | Rent, Maintenance & Utilities | - | - | (105,276) | - |
| 15. | Bank fees | - | - | (1,500) | - |
| 16. | Payroll Processing Fees | (4,000) | - | (4,000) | - |
| 17. | Scientific Databases | - | - | - | - |
| 18. | Internet, Communications, & Office Supplies | (375) | (375) | (28,675) | (375) |
| 19. | PR and Marketing | - | - | (7,500) | - |
| 20. | Travel and Meals | (12,100) | (12,100) | (69,000) | (12,100) |
| 21. | Professional Fees - Non-Bankruptcy | - | - | - | (20,000) |
| 22. | Taxes | - | - | - | - |
| **23.** | **Disbursements before Ch 11 Expenses** | **($374,594)** | **($1,302,170)** | **($659,070)** | **($91,909)** |
| 24. | Ch 11 Expenses | | | | |
| 25. | Professional Fees | (881,770) | (881,770) | (931,770) | (881,770) |
| 26. | US Trustee Fees | - | - | - | - |
| 27. | DIP Cash Fees | - | - | - | - |
| **28.** | **Net Disbursements** | **($1,256,363)** | **($2,183,940)** | **($1,590,839)** | **($973,678)** |
| **29.** | **Ending Balance** | **$6,718,778** | **$4,534,838** | **$2,943,999** | **$1,970,321** |
| 25. | Professional fees | | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | ($362,069) | ($362,069) | ($362,069) | ($362,069) |
| | Potter Anderson & Corroon LLP | (120,690) | (120,690) | (120,690) | (120,690) |
| | B. Riley | (165,517) | (165,517) | (165,517) | (165,517) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (34,483) | (34,483) | (34,483) | (34,483) |
| | Wachtell, Murphy King and Walkers | (46,154) | (46,154) | (46,154) | (46,154) |
| | Unsecured Creditors Committee | (152,857) | (152,857) | (152,857) | (152,857) |
| | Independent Director | - | - | (50,000) | - |
| **25.** | **Professional fees** | **($881,770)** | **($881,770)** | **($931,770)** | **($881,770)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**

**Beginning Balance**

| No. | Period Ended | Ending Jan 30, 2026 10-Day Stub Period | Ending May 01, 2026 13-Week Forecast | Ending Jul 31, 2026 26-Week Forecast |
|---|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | 75,916 | 124,314 | 124,314 |
| 2. | Interest Income | 600 | 1,600 | 3,100 |
| 3. | Rigmora Judgement | - | - | - |
| **4.** | **Total Receipts** | **$76,516** | **$125,914** | **$127,414** |
| 5. | DIP Financing | - | 65,000,000 | 65,000,000 |
| 6. | Payroll & Benefits | (327,152) | | (3,925,823) |
| 7. | Retention Bonus | - | - | - |
| 8. | Year-End Bonuses | - | (2,140,414) | (2,140,414) |
| 9. | Consultants - Internal | (85,000) | (255,000) | (510,000) |
| 10. | Consultants - External | - | (371,735) | (1,115,205) |
| 11. | Management Fee - ATVM | - | (1,400,000) | (1,400,000) |
| 12. | Debtor Portfolio Company Funding | (253,859) | (13,721,257) | (21,284,988) |
| 13. | Non-Debtor Portfolio Company Funding | (2,307,000) | (9,859,357) | (15,645,974) |
| 14. | Rent, Maintenance & Utilities | (105,276) | (315,828) | (631,656) |
| 15. | Bank fees | (1,500) | (4,500) | (9,000) |
| 16. | Payroll Processing Fees | (4,000) | (24,000) | (48,000) |
| 17. | Scientific Databases | - | (61,000) | (61,000) |
| 18. | Internet, Communications, & Office Supplies | (11,050) | (132,775) | (222,550) |
| 19. | PR and Marketing | (7,500) | (22,500) | (45,000) |
| 20. | Travel and Meals | (81,100) | (384,900) | (712,900) |
| 21. | Professional Fees - Non-Bankruptcy | (95,000) | (458,400) | (616,800) |
| 22. | Taxes | - | (10,000) | (10,000) |
| 23. | **Disbursements before Ch 11 Expenses** | **($3,278,436)** | **$35,838,334** | **$16,620,689** |
| 24. | Ch 11 Expenses | | | |
| 25. | Professional Fees | - | (14,312,857) | (25,925,862) |
| 26. | US Trustee Fees | - | (150,000) | (150,000) |
| 27. | DIP Cash Fees | - | (1,000,000) | (1,000,000) |
| **28.** | **Net Disbursements** | **($3,201,920)** | **$20,501,390** | **($10,327,759)** |
| **29.** | **Ending Balance** | **$12,298,080** | **$30,836,558** | **($10,327,759)** |
| 25. | Professional fees | | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | - | (5,250,000) | (9,956,897) |
| | Potter Anderson & Corroon LLP | - | (1,750,000) | (3,318,966) |
| | B. Riley | - | (2,400,000) | (4,551,724) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | - | (500,000) | (948,276) |
| | Wachtell, Murphy King and Walkers | - | (1,250,000) | (1,850,000) |
| | Unsecured Creditors Committee | - | (3,012,857) | (5,000,000) |
| | Independent Director | - | (150,000) | (300,000) |
| **25.** | **Professional fees** | **-** | **($14,312,857)** | **($25,925,862)** |

**Project Newton**
26-Week CF_Consol.

**Petition Filed December 9, 2025**
**Beginning Balance**

| No. | Period Ended | Ending May 01, 2026 Stub + 13 Weeks | Ending Jul 31, 2026 Stub + 26 Weeks |
|---|---|---|---|
| 1. | AR Collections - Portfolio Companies | 200,230 | 200,230 |
| 2. | Interest Income | 2,200 | 3,700 |
| 3. | Rigmora Judgement | - | - |
| **4.** | **Total Receipts** | **$202,430** | **$203,930** |
| 5. | DIP Financing | 65,000,000 | 65,000,000 |
| 6. | Payroll & Benefits | (327,152) | (4,252,975) |
| 7. | Retention Bonus | - | - |
| 8. | Year-End Bonuses | (2,140,414) | (2,140,414) |
| 9. | Consultants - Internal | (340,000) | (595,000) |
| 10. | Consultants - External | (371,735) | (1,115,205) |
| 11. | Management Fee - ATVM | (1,400,000) | (1,400,000) |
| 12. | Debtor Portfolio Company Funding | (13,975,116) | (21,538,847) |
| 13. | Non-Debtor Portfolio Company Funding | (12,166,357) | (17,952,974) |
| 14. | Rent, Maintenance & Utilities | (421,104) | (736,932) |
| 15. | Bank fees | (6,000) | (10,500) |
| 16. | Payroll Processing Fees | (28,000) | (52,000) |
| 17. | Scientific Databases | (61,000) | (61,000) |
| 18. | Internet, Communications, & Office Supplies | (143,825) | (233,600) |
| 19. | PR and Marketing | (30,000) | (52,500) |
| 20. | Travel and Meals | (466,000) | (794,000) |
| 21. | Professional Fees - Non-Bankruptcy | (553,400) | (711,800) |
| 22. | Taxes | (10,000) | (10,000) |
| **23.** | **Disbursements before Ch 11 Expenses** | **$32,559,897** | **$13,342,253** |
| 24. | Ch 11 Expenses | | |
| 25. | Professional Fees | (14,312,857) | (25,925,862) |
| 26. | US Trustee Fees | (150,000) | (150,000) |
| 27. | DIP Cash Fees | (1,000,000) | (1,000,000) |
| **28.** | **Net Disbursements** | **$17,299,470** | **($13,529,679)** |
| **29.** | **Ending Balance** | **$32,799,470** | **$1,970,321** |
| 25. | Professional fees | | |
| | Quinn Emanuel Urquhart & Sullivan, LLP | (5,250,000) | (9,956,897) |
| | Potter Anderson & Corroon LLP | (1,750,000) | (3,318,966) |
| | B. Riley | (2,400,000) | (4,551,724) |
| | Kurtzman Carson Consultants, LLC dba Verita Global | (500,000) | (948,276) |
| | Wachtell, Murphy King and Walkers | (1,250,000) | (1,850,000) |
| | Unsecured Creditors Committee | (3,012,857) | (5,000,000) |
| | Independent Director | (150,000) | (300,000) |
| **25.** | **Professional fees** | **($14,312,857)** | **($25,925,862)** |

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Apertor Pharmaceuticals, Inc. | Evercrisp Bioscience, Inc. |
|---|---|---|---|
| 1. | **Company Cash** | – | – |
| 2. | Payroll & Benefits | 517,751 | 1,111,695 |
| 3. | Retention Bonus | – | – |
| 4. | Year-End Bonuses | 344,781 | 363,816 |
| 5. | External R&D Spend | 2,537,499 | 1,545,998 |
| 6. | Rent, Maintenance & Utilities | – | 150,000 |
| 7. | Internet, Communications, & Office Supplies | 9,000 | 9,000 |
| 8. | Professional Fees - Non-Legal | 60,000 | 135,000 |
| 9. | Professional Fees - Non-Bankruptcy | 45,000 | 135,000 |
| 10. | Other | 40,000 | 93,000 |
| 11. | **Disbursements before Ch 11 Expenses** | **$3,554,031** | **$3,543,509** |
| 12. | **Net Activity:** | $3,554,031 | $3,543,509 |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Debtors | | | |
|---|---|---|---|---|---|
| | | Initial Therapeutics, Inc. | Marlinspike Therapeutics, Inc. | Nereid Therapeutics, Inc. | Nine Square Therapeutics Corporation |
| 1. | **Company Cash** | **-** | **-** | **-** | **-** |
| 2. | Payroll & Benefits | 795,117 | 750,000 | 836,131 | 334,703 |
| 3. | Retention Bonus | - | - | - | - |
| 4. | Year-End Bonuses | 32,697 | - | 252,251 | 198,215 |
| 5. | External R&D Spend | 2,184,998 | 498,000 | 2,233,400 | 1,658,333 |
| 6. | Rent, Maintenance & Utilities | 120,000 | 240,000 | 240,000 | - |
| 7. | Internet, Communications, & Office Supplies | 9,000 | 30,000 | 30,000 | 30,000 |
| 8. | Professional Fees - Non-Legal | 60,000 | 120,000 | 90,000 | 90,000 |
| 9. | Professional Fees - Non-Bankruptcy | 60,000 | 40,000 | 90,000 | 60,000 |
| 10. | Other | 25,000 | 290,000 | 70,000 | 70,000 |
| 11. | **Disbursements before Ch 11 Expenses** | **$3,286,812** | **$1,968,000** | **3,841,782** | **$2,441,251** |
| 12. | **Net Activity:** | $3,286,812 | $1,968,000 | 3,841,782 | $2,441,251 |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Red Queen Therapeutics, Inc. | Debtors Total |
|---|---|---|---|
| 1. | **Company Cash** | **–** | **–** |
| | | | – |
| 2. | Payroll & Benefits | 315,461 | 4,660,859 |
| 3. | Retention Bonus | – | – |
| 4. | Year-End Bonuses | – | 1,191,760 |
| 5. | External R&D Spend | 2,289,000 | 12,947,228 |
| 6. | Rent, Maintenance & Utilities | 60,000 | 810,000 |
| 7. | Internet, Communications, & Office Supplies | 9,000 | 126,000 |
| 8. | Professional Fees - Non-Legal | 90,000 | 645,000 |
| 9. | Professional Fees - Non-Bankruptcy | 105,000 | 535,000 |
| 10. | Other | 35,000 | 623,000 |
| 11. | **Disbursements before Ch 11 Expenses** | **$2,903,461** | **$21,538,847** |
| 12. | **Net Activity:** | $2,903,461 | $21,538,847 |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Aethon Therapeutics, Inc. | Aulos Bioscience, Inc. | Non-D |
|---|---|---|---|---|
| **1.** | **Company Cash** | **(2,714,735)** | **(3,000,000)** | |
| 2. | Payroll & Benefits | 1,879,000 | 1,879,118 | |
| 3. | Retention Bonus | - | - | |
| 4. | Year-End Bonuses | 314,735 | 843,685 | |
| 5. | External R&D Spend | 1,353,000 | 7,937,500 | |
| 6. | Rent, Maintenance & Utilities | 456,000 | 120,000 | |
| 7. | Internet, Communications, & Office Supplies | 30,000 | 20,004 | |
| 8. | Professional Fees - Non-Legal | 204,000 | 180,000 | |
| 9. | Professional Fees - Non-Bankruptcy | 160,000 | 60,000 | |
| 10. | Other | 590,000 | 161,667 | |
| **11.** | **Disbursements before Ch 11 Expenses** | **4,986,735** | **11,201,974** | |
| **12.** | **Net Activity:** | **2,272,000** | **8,201,974** | |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

| Project Newton<br>Port. Funding (2026.7.31)<br>Through Jul 31,2026 | | |
|---|---|---|
| No. | ebtors<br>Replicate Bioscience, Inc. | Non-Debtors Total |
| **1. Company Cash** | **(10,049,320)** | **(15,764,055)** |
| | | - |
| 2. Payroll & Benefits | 7,594,320 | 11,352,438 |
| 3. Retention Bonus | - | - |
| 4. Year-End Bonuses | 1,057,000 | 2,215,420 |
| 5. External R&D Spend | 6,372,000 | 15,662,500 |
| 6. Rent, Maintenance & Utilities | 461,600 | 1,037,600 |
| 7. Internet, Communications, & Office Supplies | 105,600 | 155,604 |
| 8. Professional Fees - Non-Legal | 481,600 | 865,600 |
| 9. Professional Fees - Non-Bankruptcy | 1,294,500 | 1,514,500 |
| 10. Other | 161,700 | 913,367 |
| **11. Disbursements before Ch 11 Expenses** | **17,528,320** | **$33,717,029** |
| **12. Net Activity:** | **7,479,000** | **17,952,974** |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Total Portco Stub Period Forecast through Jan 30, 2026 | Total Portco Stub + 13-Week Forecast through May 01, 2026 |
|---|---|---|---|
| 1. | **Company Cash** | **654,000** | **9,329,065** |
| 2. | Payroll & Benefits | (744,192) | (8,410,925) |
| 3. | Retention Bonus | - | - |
| 4. | Year-End Bonuses | - | (3,407,180) |
| 5. | External R&D Spend | (2,193,000) | (19,255,297) |
| 6. | Rent, Maintenance & Utilities | (23,000) | (1,273,600) |
| 7. | Internet, Communications, & Office Supplies | (5,000) | (157,469) |
| 8. | Professional Fees - Non-Legal | (24,000) | (789,100) |
| 9. | Professional Fees - Non-Bankruptcy | (66,000) | (1,112,000) |
| 10. | Other | (159,667) | (1,064,967) |
| 11. | **Disbursements before Ch 11 Expenses** | **($3,214,859)** | **($35,470,538)** |
| 12. | **Net Activity:** | **(2,560,859)** | **(26,141,473)** |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square

**Project Newton**
Port. Funding (2026.7.31)

**Through Jul 31,2026**

| No. | | Total Portco Stub + 26-Week Forecast through Jul 31, 2026 |
|---|---|---|
| 1. | **Company Cash** | **(15,764,055)** |
| 2. | Payroll & Benefits | 16,013,297 |
| 3. | Retention Bonus | – |
| 4. | Year-End Bonuses | 3,407,180 |
| 5. | External R&D Spend | 28,609,728 |
| 6. | Rent, Maintenance & Utilities | 1,847,600 |
| 7. | Internet, Communications, & Office Supplies | 281,604 |
| 8. | Professional Fees - Non-Legal | 1,510,600 |
| 9. | Professional Fees - Non-Bankruptcy | 2,049,500 |
| 10. | Other | 1,536,367 |
| 11. | **Disbursements before Ch 11 Expenses** | **$55,255,876** |
| 12. | **Net Activity:** | **39,491,821** |

Note: Non-Budgeted companies include Aulos, Nereid, Nine Square