

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

VIRIDOS, INC.,¹

Debtors.

Chapter 11

Case No. 25-10697 (CTG)

Docket Ref. Nos. 207, 222

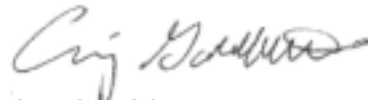
**ORDER APPROVING STIPULATION RESOLVING
HCP LIFE SCIENCE REIT, INC.'S MOTION FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Upon consideration of the *Stipulation Resolving HCP Life Science REIT, Inc.'s Motion for Allowance and Payment of Administrative Expense Claim* (the "Stipulation"), attached hereto as **Exhibit 1**; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is APPROVED in its entirety.
2. The Parties are authorized to take all actions necessary to effectuate the terms of the Stipulation.
3. This Order shall be effective and enforceable immediately upon entry of this order.

Dated: September 26th, 2025
Wilmington, Delaware



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

¹ The Debtor in this chapter 11 case and the last four digits of its U.S. taxpayer identification number is: Viridos, Inc. (3940). The Debtor's corporate headquarters is or was located at: 11149 N. Torrey Pines Road, La Jolla, CA 92037.

EXHIBIT 1

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:

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**STIPULATION RESOLVING HCP LIFE SCIENCE REIT, INC.’S
MOTION FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

This Stipulation (this “Stipulation”) is made and entered into among the following parties (collectively, the “Parties”): Viridos, Inc. (the “Debtor”) and HCP Life Science REIT, Inc. (“HCP”).

RECITALS

WHEREAS, on April 14, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code;

WHEREAS, on May 31, 2025, (the “Rejection Date”), the Debtor filed a motion (“Rejection Motion”) seeking authority, *inter alia*, to reject a lease (“Lease”) between the Debtor and HCP [Docket No. 127];

WHEREAS, on June 18, 2025, the Court entered an order approving the Rejection Motion, effectuating the rejection of the Lease as of the Rejection Date [Docket No. 163];

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WHEREAS, on August 11, 2025, HCP filed a Motion for Allowance and Payment of Administrative Expense Claim (“Admin Claim Motion”) seeking allowance and immediate payment of an administrative expense of \$320,366.30 for unpaid obligations under the Lease for the period between the Petition Date and the Rejection Date, pursuant to 11 U.S.C. § 503(b)(1)(A) of the Bankruptcy Code (the “Administrative Expense Claim”) [Docket No. 207];

WHEREAS, on August 25, 2025, the Debtor filed a Limited Objection to the Admin Claim Motion [Docket No. 222];

WHEREAS, the Parties seek to resolve the HCP’s Admin Claim Motion, the Administrative Expense Claim and the Debtor’s limited objection; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby stipulate and agree as follows:

STIPULATION

1. This Stipulation is subject to approval by the Court and shall become effective and binding only upon the entry of an order of the Court approving and authorizing its terms.
2. The Debtor acknowledges HCP has a valid Administrative Expense Claim under 11 U.S.C. § 503(b)(1)(A) for unpaid postpetition obligations owed to HCP by the Debtor under the Lease which arose between the Petition Date and the Rejection Date.
3. The Debtor shall pay the amount of \$320,366.30 to HCP in full and final satisfaction of HCP’s Administrative Expense Claim.
4. HCP’s Administrative Expense Claim will be paid no later than ten (10) days following the entry of the order approving this Stipulation.

5. HCP hereby stipulates and agrees that it will not file or assert any other administrative expense claim with respect to the Lease under 11 U.S.C. § 503 or otherwise against the Debtor.

6. Each Party to this Stipulation shall bear its own attorneys' fees and costs.

7. This Stipulation and each and every covenant, warranty, release and agreement set forth herein shall be binding upon and inure to the benefit of each of the Parties hereto and their respective agents, subsidiaries, employees, officers, directors, predecessors, successors, and assigns.

8. This Stipulation shall be governed by and construed in accordance with the laws of Delaware without regard to any law concerning the conflicts of laws. Any disputes arising in connection with this Stipulation shall be adjudicated by the Bankruptcy Court. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

9. This Stipulation may be executed in separate counterparts, each of which shall constitute an original, and all of which shall constitute a single agreement. It shall not be necessary, in making proof of this Stipulation, to produce or account for more than one (1) complete set of counterparts. Further, this Stipulation may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which shall be as fully binding as an original document.

10. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

11. Should any provision of this Stipulation be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Stipulation

will nonetheless remain in full force and effect, unless such portion of this Stipulation is so material that its deletion would violate the obvious purpose and intent of the Parties.

12. This Stipulation constitutes the entire agreement between the Parties with respect to its subject matter. There are no other covenants, promises, agreements, conditions or understandings, either oral or written, expressed or implied, between the Parties, except for this Stipulation with respect to its subject matter. The terms are contractual and not merely recitals. No alteration, amendment or modification shall be effective or binding upon any Party unless in writing and duly executed by all Parties.

13. The Parties acknowledge that they have carefully read and fully understand the terms of this Stipulation. They have jointly negotiated and prepared this Stipulation and are fully satisfied with all of its terms. The individuals executing this Stipulation are authorized to do so on behalf of the organizations for which they execute this Stipulation and have had a full opportunity to consult with legal counsel regarding the terms. The Parties have entered into this Stipulation knowingly and voluntarily and agree to all of its provisions.

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of the day and year first written below.

[Signature Page Follows]

Dated: September 25, 2025

WOMBLE BOND DICKINSON (US) LLP

/s/ Morgan L. Patterson

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