IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DEBTORS' MOTION FOR RELIEF FROM ORDER PARTIALLY GRANTING MOTION FOR RELIEF FROM STAY, OR IN THE ALTERNATIVE TO CONFIRM THE SCOPE OF THE AUTOMATIC STAY

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby file this motion ("Motion")[2] for relief from the *Order Granting, in Part, Motion for Relief from Stay* ("Stay Order") or in the alternative, to confirm the scope of the automatic stay. In support of this Motion, the Debtors respectfully state the following:

INTRODUCTION

1. The Debtors believe they understand the spirit of the Court's Stay Order as having limited scope, and even if Rigmora were to succeed proving one of two grounds asserted for the appoint of JOLs ("JOLs"),[3] the Stay Order only permits such JOLs to come to this Court for further

[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, Inc. (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 not defined herein shall have the meanings ascribed to such terms in the *Declaration of Seth Harrison in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 18] (the "Harrison Declaration") and the *Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 25] (the "Mandarino Declaration," and with the Harrison Declaration, the "First Day Declarations").

[3] These two grounds are (a) justifiable loss of trust and (b) loss of substratum. While such are matters of Cayman Islands law, the Debtors firmly believe that the findings of this Court and of the Delaware Chancery make it all but impossible for any Cayman Islands court to make such determinations though that is not part of the relief sought in this Motion.

relief as they cannot not seek winding up of the Partnership Debtor in the Cayman Islands. But even this limited relief from stay could create unintended issues and, given recent past history of the parties disagreeing over the scope of relief from stay, there is substantial risk there will be further litigation over the scope if and when Rigmora submits its "skeleton" brief.

2. Specifically, even if Rigmora were successful on the grounds for which it obtained relief from stay to proceed in the Cayman Islands, litigating in the Cayman Islands and then bringing that result back to this Court will create further contested issues even though the automatic stay remains in place with respect to winding up the Partnership Debtor.

3. To solve this jurisdictional ping-pong problem and to reduce litigation in both the Grand Court and this Court, the Debtors made a proposal to Rigmora to cure both the governance issues and to avoid the cost and delay that proceeding in the Cayman Islands would present. Under the Debtors' proposal: (i) the GP Debtor will be controlled by a board consisting of three directors, two of which would be the individuals from Alvarez & Marsal that Rigmora identified in Rigmora's winding up petition, and the third of which would be Tim Pohl, who is the GP Debtor's current independent director (the "Compromise Board"); and (ii) Dr. Harrison would resign from the board of the GP Debtor and become the Chief Executive Officer of the GP Debtor, and in that capacity report to the Compromise Board. A copy of the proposal is attached hereto as **Exhibit B** (the "Proposal").

4. This Proposal eliminates the need for costly litigation in the Grand Court, rationally resolves any corporate governance concerns Rigmora harbors, avoids future disputes over the scope of relief from stay, and avoids any cross-border quandaries that this Court noted in its Memorandum Opinion at Docket No. 548 (the "Memorandum Opinion").

5. The Proposal also allows the Debtors to continue their core mission—to maximize the value of the Debtors' estates, without being forced to litigate every single issue because presumably Rigmora will agree with the business judgment of the individuals it deemed appropriate to propose as official liquidators. This structure also creates management continuity, will minimize the loss of key scientists and employees, and will provide the necessary expertise to address any issue the GP Debtor might encounter.

6. On April 14, 2026, the Court denied Rigmora's motion to dismiss and partially granted Rigmora's motion for relief from stay, only permitting Rigmora to proceed on its winding up petition in the Grand Court to seek the appointment of JOLs to act in place of the GP Debtor if it was successful on one of those two criteria for doing so. The Court, however, explicitly stated that it would not allow any estate property to be transferred to the JOLs, and kept the automatic stay in place to keep Rigmora or the JOLs from winding up the Partnership Debtor.

7. The Debtors believe they will be forced to expend substantial costs and waste time litigating in the Cayman Islands, only to have to come back to this Court for further proceedings irrespective of the outcome in the Grand Court. The Debtors only have funding through July under the Second Funding Order [Docket No. 583] and additional delay to emergence will increase restructuring costs and potentially reduce value.

8. Rigmora has yet to accept the Debtors' Proposal, which was delivered last week. Rigmora informed the Debtors that it needed time to evaluate the Proposal. Understanding the need for additional time to review the Proposal, the Debtors suggested a "standstill period" of two weeks to further negotiate the Proposal. The proposed standstill period would have required a full pause on any new requests for relief in the Grand Court and all litigation in this Court and the Grand Court. Rigmora did not accept the terms of the standstill period.

9. Although Rigmora has not yet responded to Debtor's Proposal, Rigmora has now filed a *Supplemental Statement Regarding Matters Scheduled For The April 28, 2026 Hearing* [Docket No. 589] ("Supplemental Statement"), which recognizes that the Cayman Proceedings will mean another "costly litigation and lengthy trial." *Id.* 2. While the Supplemental Statement notes Debtor's Proposal, it neglects to mention the key aspect of this proposal—the Compromise Board—which will include the very independent directors that Rigmora seeks to have appointed as JOLs.

10. Rigmora's position, as set forth in the Supplemental Statement, and not previously communicated to Debtors, appears to be that it would agree to "stipulate to appointment of JOLs to conduct a winding up." *Id.* Thus, it seems Rigmora is seeking not only an appointment of JOLs, but a winding-up in the Cayman Proceedings, something that Debtors understand this Court's order to expressly prohibit. *See* Memorandum Opinion at 55-56 (declining to lift the stay to allow Rigmora to "seek any other relief from the Grand Court to permit the [JOLs] to wind up the Partnership in the Grand Court"). In light of this, Debtors believe that any appointment of JOLs in the Cayman Islands will undoubtedly lead to further litigation as to the scope of the stay and the JOLs' ability to proceed with a winding up outside of this Court.

11. Given these developments, the Debtors now request that the Court modify the Stay Order to condition the automatic stay continuing in effect subject to the formation and appointment of the Compromise Board, and to clarify its order to make clear to Rigmora that the stay has not been lifted to allow a winding up in the Grand Court.

RELIEF REQUESTED AND BASIS FOR RELIEF

12. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to sections 105(a) and 362(d) of the Bankruptcy Code,

and Rules 9023 and 9024 of the Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules"), modifying the Stay Order to condition the continuance of the automatic stay upon the formation of the Compromise Board.

JURISDICTION AND VENUE

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

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

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

16. The bases for the relief requested herein are sections 105(a) and 362(d) of the Bankruptcy Code, and Bankruptcy Rules 9023 and 9024.

BACKGROUND

17. On April 14, 2026, the Court entered its Memorandum Opinion, in which it denied Rigmora's motion to dismiss the bankruptcy cases of the Partnership Debtor and GP Debtor, and partially granted Rigmora's motion for relief from the automatic stay. The Court found that the Debtors filed bankruptcy in good faith and were in financial distress, crediting the testimony of the Debtors' witnesses. The Memorandum Opinion further made findings regarding the history of events leading up to the commencement of these cases which the Debtors believe that a Cayman

Islands court can and should give effect to in connection with any further proceedings Rigmora is permitted to bring.

18. As relevant to this Motion, the Court granted Rigmora limited relief from stay to allow Rigmora to:

> [P]roceed on the Winding Up Petition so that the Grand Court can determine: (i) whether the Rigmora LP can prove that they have justifiably and irretrievably lost all trust and confidence in the General Partner's ability to manage the Fund and (ii) whether the Fund has lost its substratum. The Rigmora LPs may also seek to have JOLs appointed to act in the stead of the General Partner if they are successful on one of the two grounds above.
>
> Memorandum Opinion at 55.

19. The Court denied relief from stay for Rigmora to "seek any other relief from the Grand Court, including to transfer (or deem transferred) the rights or property of the Fund to the [JOLs] or to permit the [JOLs] to wind up the Partnership in the Grand Court." *Id.* The Court emphasized that the "Debtors remain in bankruptcy" and that "the automatic stay is in force and will continue to apply to the Rigmora LPs and to any [JOLs] that may be appointed by the Grand Court." *Id.* at 55-56.

20. The Debtors wish to reduce unnecessary and costly litigation in multiple fora. Thus, the Debtors made their compromise Proposal to Rigmora and believe that this Court should modify its Stay Order to allow the automatic stay to remain in effect subject to this Proposal being implemented.

21. Under this Proposal, the GP Debtor will be controlled by a three-director Compromise Board. Two of the directors are individuals from Alvarez & Marsal that Rigmora identified in their Winding Up Petition, and the third is Tim Pohl, who is the GP Debtor's current independent director. Further, under this Proposal, Dr. Harrison will resign from the board of the GP Debtor and instead become the Chief Executive Officer of the GP Debtor, and in that capacity

report to the newly constituted Compromise Board like any senior officer might do. The Debtors made this Proposal to avoid the cost of litigation and a trial in the Cayman Islands and to eliminate friction and reduce litigation in the bankruptcy cases going forward. This Compromise Board also maintains continuity of management and reducing the potential for employee exodus necessary to maintain and maximize the Debtors' intrinsic value, while allowing Rigmora the independent oversight it has requested. Rigmora has not yet accepted this Proposal.

ANALYSIS

22. The Debtors seek relief under Bankruptcy Code section 362(d) and 105(a). This Court has granted limited relief from the automatic stay pursuant to Bankruptcy Code section 362(d), but that relief itself can be conditioned. In light of the Proposal, it makes sense to condition such relief. But even if this Court is inclined to permit the Cayman Islands proceedings to move forward, in light of Rigmora's Supplemental Statement and to avoid further litigation, the Debtors seek clarity as to the Court's intended meaning of the scope of the limited relief from stay it has granted.

23. To the extent applicable, Bankruptcy Rule 9023 incorporates Federal Rule of Civil Procedure 59(d), which permits parties to seek relief from an order if there is: (1) an intervening change in controlling law; (2) new evidence that was not available when the court denied the motion; or (3) the need to correct a clear error of law or fact or to prevent manifest injustice. *In re NLG, LLC*, 2023 WL 3243226, at *2 (Bankr. D. Del. May 3, 2023). Bankruptcy Rule 9024, which incorporates Federal Rule of Civil Procedure 60(b), gives the Court authority to grant relief from an order for: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether previously called intrinsic or extrinsic),

misrepresentation, or other misconduct by an opposing party; (4) the judgment is void; (5) the judgment has been satisfied, released or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or (6) any other reason that justifies relief. *In re NLG, LLC*, 2023 WL 3243226, at *2.

24. As explained above, the Court permitted Rigmora to seek the appointment of JOLs if it could demonstrate a basis to the Grand Court to do so, but did not permit Rigmora or any JOLs to wind up the Partnership Debtor. This procedure leaves the question of how the JOLs will govern within the Chapter 11 Cases, and in particular, whether their appointment will create issues within the chapter 11 format going forward.[4] The Debtors seek to avoid the costs and efforts litigating in the Cayman Islands and either simultaneously or thereafter litigating the automatic stay and joint protocols again in this Court. Indeed, proceeding with the Cayman Islands litigation, only to have to potentially come back to this Court in any event, will continue the all-out value-destructive litigation and jurisdictional ping-pong that the Debtors and the Court want to avoid. Memorandum Opinion at 49 ("Since last May, it appears that the Rigmora LPs and Debtors have spared no expense in sparring with each other to the detriment of the Portfolio Companies and their respective employees and creditors. If Debtors are ultimately proven to be correct in their assessment of the Portfolio Companies, the value of the Fund has been diminished. Regardless, it is apparent the lawyers are the main beneficiaries of this all out litigation strategy. I do not see the run rate lessening even were I to dismiss these cases."). The Debtors are concerned that this continued litigation will cause significant harm to the value of the portfolio companies and that a

[4] *Cf. Soundview Elite, Ltd.*, 503 B.R. 571, 595 (Bankr. S.D.N.Y. 2014)(noting that protocol "requires the creation of a joint protocol, with fiduciaries in the United States and the Cayman Islands working hand-in-hand … .").

modification of the Court's order to condition the automatic stay on the implementation of the Compromise Board will better maximize value for all constituents.

25. Preserving the value of the Portfolio Companies and avoiding value-destructive litigation while agreeing to governance changes consistent with Rigmora's wishes[5] solves these problems and sets up these cases to maximize the value of the Portfolio Companies and the LP Debtor. These are certainly extraordinary circumstances, and (if applicable) granting relief will prevent manifest injustice to the Portfolio Companies, their employees, and their creditors, and preserve the value of the estates.

26. This Court, in considering the request of a creditor under section 362(d) of the Bankruptcy Code, is not required to lift, terminate or annul the stay, but can instead "grant relief from the stay provided . . . such as by . . . conditioning such stay." 11 U.S.C. § 362(d). Here, the Debtors propose that the stay not be lifted to allow costly litigation to proceed in the Grand Court when even if Rigmora is successful, such litigation will require further litigation costs and delays as explained above. Rather, the Debtors propose that the Court condition the continuation of the automatic stay on the appointment of the individuals Rigmora proposed as Joint Official Liquidations to the GP Debtor's board of directors alongside the GP Debtor's current independent director, Mr. Pohl. This configuration optimizes continuity in management as well as maintaining relevant expertise and fiduciary roles in both U.S. chapter 11 cases and the Debtors' scientifically complex assets while honoring this Court's ruling.

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[5] For avoidance of doubt, the Debtors firmly believe that there is no legitimate basis for Rigmora to have sought, or to continue to seek, relief to displace the General Partner. But to show that allegations of entrenchment have always been false and to confirm there is no issue with independent individuals serving as chapter 11 fiduciaries subject to this Court's oversight, the Debtors made the Proposal. The Debtors fear that Rigmora's Supplemental Statement evidences a desire to obtain ***different*** relief and have a ***different*** court make decisions over the Partnership Debtor's estate.

27. Accordingly, the Debtors request that the Court modify the Stay Order to order that the GP Debtor will be governed by the Compromise Board, and modify the Stay Order to prevent further unnecessary litigation in the Cayman Islands.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court grant the Motion.

Dated: April 28, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Shannon A. Forshay

Andrew M. Berdon, Esq. (admitted *pro hac vice*)
Patricia B. Tomasco, Esq. (admitted *pro hac vice*)
Rachel E. Epstein, Esq. (admitted *pro hac vice*)
Alain Jaquet, Esq. (admitted *pro hac vice*)
Rachel Harrington, Esq. (admitted *pro hac vice*)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
295 5th Avenue, 9th Floor
New York, New York 10016
Telephone: (212) 849-7000
Facsimile: (212) 849-7100
Email: andrewberdon@quinnemanuel.com
pattytomasco@quinnemanuel.com
rachelepstein@quinnemanuel.com
alainjaquet@quinnemanuel.com
rachelharrington@quinnemanuel.com

-and-

Eric D. Winston, Esq. (admitted *pro hac vice*)
Razmig Izakelian, Esq. (admitted *pro hac vice*)
Ben Roth, Esq. (admitted *pro hac vice*)
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: (213) 443-3000
Facsimile: (213) 443-3100
Email: ericwinston@quinnemanuel.com
razmigizakelian@quinnemanuel.com
benroth@quinnemanuel.com

L. Katherine Good (No. 5101)
Brett M. Haywood (No. 6166)
Shannon A. Forshay (No. 7293)
Ethan H. Sulik (No. 7270)
POTTER ANDERSON & CORROON LLP
1313 N. Market Street, 6th Floor
Wilmington, Delaware 19801
Telephone: (302) 984-6000
Facsimile: (302) 658-1192
Email: kgood@potteranderson.com
bhaywood@potteranderson.com
sforshay@potteranderson.com
esulik@potteranderson.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER GRANTING DEBTORS' MOTION FOR RELIEF FROM ORDER PARTIALLY GRANTING MOTION FOR RELIEF FROM STAY, OR IN THE ALTERNATIVE TO CONFIRM THE SCOPE OF THE AUTOMATIC STAY

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") for relief from the order partially granting motion for relief from stay, or the in the alternative to confirm the scope of the automatic stay; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, entered February 29, 2012; and that the Debtors consent to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits;

[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, Inc. (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 have the meanings ascribed to them in the Motion.

and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The April 14, 2026 *Order Granting, In Part, Motion For Relief From Stay* [Docket No. 549] ("April 14 Order"), is modified as follows.

2. Notwithstanding paragraphs 1 and 2 of the April 14 Order, the automatic stay remains in place as to all actions in connection with the Cayman Winding Up Petition in the Grand Court of the Cayman Islands, conditioned on the GP Debtor forming and appointing the Compromise Board described in the Motion.

3. Consistent with paragraph 2 of the April 14 Order, the Rigmora LPs may not seek to wind up the Partnership Debtor in the Cayman Islands litigation.

Exhibit B

Proposal

Subject	Rigmora's Position	Debtors' Position
Ongoing Funding	• Conceptually, Rigmora agrees to funding the Debtors and non-debtor portfolio companies through the date that is two weeks after the later date of Justice Asif's ruling on the merits and, if applicable, on the appointment of Joint Official Liquidators (the "Funding Period"). Funding would be in the form of delayed draws from the Specific Performance Account (as defined in Docket No. 228) on a biweekly basis and subject to an agreed budgetary reporting process. The funding would pay for the ordinary course expenses needed to keep the companies operating, including for Aulos, Nereid, and Nine Square that have exhausted their approved budgets. Specifically, funding would include such line items as ordinary course contractual obligations, employee salaries, pre-existing research and development, Aulos's ongoing clinical trials, and the management fees (less the $1.6 million offset for Akero stock option exercise). Funding for new research and development (ie, activities that had not begun or were suspended as of year-end 2025) would not be included. For the avoidance of doubt, this agreement is subject to the	• Subject to Court ruling on April 22, 2026, which shall proceed: • Rigmora agrees to funding or Debtors use Bankruptcy Court approved funding. • Funding to include all court-approved professional fees and Rigmora withdraws objection to QE/B. Riley • Funding to include Aulos, Nereid and Nine Square. • Funding levels to be consistent with Debtors' proposed budget subject to modification as required governance change below. • Rigmora cedes control of funding to Compromise Board consistent with Rigmora's rights in JOL structure in Cayman law.

Subject	Rigmora's Position	Debtors' Position
	parties coming to an agreement on the specifics of the funding and its proposed uses, and both Rothschild and B. Riley agree to work in good faith to come to an understanding on the details to be reduced in writing in the form of a consensual order to be submitted to the Bankruptcy Court as soon as possible. Upon agreement on a consensual form of order (including the specifics to be determined in consultation with Rothschild and B. Riley), the Debtors will withdraw without prejudice or adjourn sine die the Funding Motion [Docket No. 228] and Interim DIP Financing Motion [Docket No. 313] for the pendency of the Funding Period.	
Exclusivity	• Rigmora will consent to an extension of the Debtors' exclusivity period through the Funding Period and withdraw without prejudice their objection to the Debtors' motion for an extension of the exclusivity period [Docket No. 537], as long as the relief requested is modified to be consistent with the Funding Period, rather than the 150-day periods, and counsel for both sides agree on a consensual form of order to address the pending exclusivity motion.	• Exclusivity extended subject to further motion by the Debtors and entry of order by the Bankruptcy Court. Debtors may file a combined Disclosure Statement and Plan, which may include a sale or financing transaction subject to higher and better bids and Bankruptcy Court approval. Debtor also may seek approval of a sale process or sale prior to filing a combined Disclosure Statement

Subject	Rigmora's Position	Debtors' Position
		and Plan. All parties rights are reserved with respect to the Debtors pursuing the foregoing.
Financing Procedures	• The Debtors will withdraw without prejudice or adjourn sine die the Financing Procedures motion [Docket No. 478] and the request to retain APC as placement agent [Docket No. 480]. The Debtors agree not to propose a plan or otherwise pursue a sale or restructuring during the Funding Period. In addition, the Debtors agree that they will not cause any portfolio company to raise new equity or engage in any non-ordinary course transitions, sale or financing transactions.	• Rigmora to provide markup of financing procedures motion, which procedures shall be submitted as soon as possible to the Bankruptcy Court for approval.
Governance/Winding Up	• The parties will jointly reach out to Justice Asif to determine his availability for the winding up proceeding as soon as practicable.	• The 2 Rigmora-nominated individuals listed in the Winding Up Petition will be appointed to GP board along with Tim Pohl (the "Compromise Board"). Tim Pohl becomes a full Compromise Board member. Each board member of the Compromise Board will have the same fiduciary duties as a Delaware corporation board member. The GP, through the

Subject	Rigmora's Position	Debtors' Position
		Compromise Board, controls the Fund. • Dr. Harrison will resign from the GP board and be appointed as CEO of the GP(as CEO he will report to the newly constituted Compromise Board) • Dr. Harrison will receive management fee as CEO salary, so long as he remains CEO. If he is no longer CEO, he will receive management fees through the current arrangement under the management agreement. • The GP or Compromise Board shall not be changed or dissolved, without Bankruptcy Court approval. • Dr. Harrison as CEO may pursue on behalf of the Debtors funding or a sale, reporting and consulting with the Compromise Board on a weekly basis, and shall remain as CEO until the conclusion of the transaction. Dr. Harrison may be terminated only as provided for in the LPA and subject to Bankruptcy Court approval.

Subject	Rigmora's Position	Debtors' Position
	• The parties will work together in good faith to jointly propose a protocol to facilitate communications between Judge Silverstein and Justice Asif, pursuant to Local Rule 9029-2.	• The pending winding-up proceeding shall be deferred and neither Rigmora nor the Debtors shall take any action in such proceeding pending further order of the Bankruptcy Court. To the extent that the Bankruptcy Court requires a protocol consistent with this term sheet, the parties shall negotiate and propose a protocol.