

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

**DEBTORS' OPPOSITION TO MOTION IN LIMINE TO BAR DEBTORS' WITNESSES
FROM OFFERING EVIDENCE IN SUPPORT OF THEIR BUSINESS DECISION TO
FILE THE FUND-LEVEL DEBTORS FOR BANKRUPTCY**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this opposition (“Opposition”) to the *Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP Motion in Limine to Bar Debtors’ Witnesses from Offering Evidence in Support of their Business Decision to File the Fund-Level Debtors for Bankruptcy on Which They Have Refused to Testify in Depositions* [Docket No. 406] (“Motion”) filed by Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP (collectively, “Rigmora”). In support of this Opposition, the Debtors respectfully state the following:

INTRODUCTION

1. Rigmora, which seeks to dismiss the bankruptcy cases of ATP Life Science Ventures, L.P. (“Partnership Debtor”) and ATP III GP, Ltd. (“GP Debtor”), asks that the Court preclude the Debtors’ witnesses from testifying about their business decision to file the Partnership Debtor and GP Debtor for bankruptcy. Rigmora bases this arguments on distortions of deposition

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.



testimony, which it characterizes as “blanket assertion[s] of privilege.” Motion ¶ 2. In reality, during the depositions, Dr. Harrison and Mr. Mandarino testified at length about the decision to file bankruptcy. The Debtors have also answered interrogatories about the Partnership Debtor’s and GP Debtor’s decisions to file bankruptcy. During the depositions, the Debtors’ counsel only instructed witnesses to not answer questions about their communications with counsel. This is a standard privilege instruction, and the Debtors do not intend to elicit testimony about any witness’s communications with counsel. Nor do the Debtors rely on “advice of counsel” in their responses or elsewhere. But the Debtors are entitled to elicit non-privileged testimony and evidence about the Partnership and GP Debtors’ decision to file bankruptcy that the Debtors disclosed to Rigmora weeks ago. Therefore, the Motion must be denied.

BACKGROUND

A. The Debtors Provided Discovery About The Partnership And GP Debtors’ Decision To File Bankruptcy.

2. On January 24, 2026 (over one month after filing the motion to dismiss), Rigmora served on the Debtors a number of requests for production and interrogatories, demanding answers by February 2, 2026. Among those interrogatories was Interrogatory No. 7, which asked the Debtors to:

Identify the date on which each Fund-Level Debtor first considered filing for bankruptcy and/or restructuring and the date on which such course of action was decided upon.

3. On February 2, 2026, the Debtors responded as follows:

Subject to and without waiving the foregoing objections or privileges, the Debtors state that the Fund-Level Debtors reached the decision to file for chapter 11 reorganization after December 5, 2025 when it became apparent to the Fund-Level Debtors that they had largely prevailed in the Delaware Chancery Court litigation but after that date there was substantial risk that (a) Rigmora would not voluntarily pay to the GP Debtor the approximately \$97 million ordered to be specifically performed but instead would appeal and seek to bond its obligations which would have left the Partnership Debtor with insufficient cash to pay its obligations for

more than few weeks; (b) Rigmora made no indication that it intended to amend its pending winding-up petition to reflect the fact that the Delaware Chancery Court's findings precluded Rigmora from asserting the GP Debtor had breached the LPA or acted in bad faith by making capital calls and commencing litigation against Rigmora; (c) Rigmora had a lengthy history of circumventing Delaware as a contractual forum by *ex parte* seeking relief in the Cayman Islands court and there was risk Rigmora would do so again to block the use of any funds to save investments in portfolio companies; and (d) because of Rigmora's status as an investor in the Partnership Debtor that had failed to honor capital calls, had actively sought to block future investments in the Partnership Debtor's portfolio companies, and had the potential ability to block future capital raises, chapter 11 reorganization provided the Fund-Level Debtors the best means to maximize their values. The Fund-Level Debtors first "considered" commencing chapter 11 cases in mid-November 2025 when they believed that they were likely to prevail in the Delaware Chancery Court.

Ex. A at 14-15.

4. Rigmora had also propounded an interrogatory asking the Debtors to:

Identify all the "materials presented by, or on behalf of the General Partner's management and its advisors" that Dr. Seth Harrison received in connection with the Written Resolutions of the General Partner dated December 9, 2025, and exhibited to the Fund-Level Debtors' Chapter 11 petitions resolving to file the Fund and the GP for Chapter 11 bankruptcy.

5. On February 9, 2026, the Debtors responded by identifying the written documents that the director of the GP Debtor considered in connection with the decision to file the Partnership and GP Debtors for bankruptcy, listing the December 5, 2025 *Post-Trial Memorandum Opinion* of the Court of Chancery of the State of Delaware ("Chancery Judgment") and 51 documents by Bates number. Ex. B at 3-4.

6. Mr. Mandarino verified both the February 2, 2026 and February 9, 2026 interrogatory responses. Ex. A; Ex. B.

7. On February 17, 2026, Rigmora deposed Dr. Harrison. During that deposition, Dr. Harrison answered numerous questions about the Partnership and GP Debtors' decisions to file bankruptcy. For example, Dr. Harrison answered questions about when the Partnership and GP Debtor made the decision to file bankruptcy, Ex. C at 40:8-12, whether he considered if bankruptcy

was in the best interests of the Partnership and GP Debtor, *id.* at 40:13-16, whether he considered if bankruptcy was in the best interests of the limited partners of the Partnership Debtor, *id.* at 40:17-41:14, what he did to assess the financial position of the Partnership Debtor before filing chapter 11, *id.* at 41:15-21, the actual financial position of the Partnership Debtor on December 6, 2025, *id.* at 41:22-46:10, and what Dr. Harrison did to assess the Partnership Debtor's obligations in the first two quarters of 2026, *id.* at 46:11-48:22.

8. Dr. Harrison also answered questions about whether he consulted Cayman counsel before the Partnership Debtor filed bankruptcy. *Id.* at 54:12-55:23. Dr. Harrison then answered a series of question about the materials he considered as director of the GP Debtor in connection with the Partnership Debtor and GP Debtor filing bankruptcy. *Id.* at 56:10-75:2. These included questions about whether Dr. Harrison reviewed a balance sheet for the Partnership Debtor, the date of that balance sheet, whether balance sheets existed, whether income statements existed, whether Dr. Harrison reviewed audited financial statements, who Dr. Harrison spoke with about the Partnership Debtor's cash position, whether Dr. Harrison analyzed the potential business impacts of a chapter 11 bankruptcy on the Partnership Debtor, whether Dr. Harrison consulted any public relations firms before the Partnership or GP Debtor filed bankruptcy, and whether Dr. Harrison considered any alternatives to bankruptcy. *Id.* at 56:10-71:15. Dr. Harrison specifically answered questions about the factors he considered in connection with the decision to have the Partnership and GP Debtor file bankruptcy, *id.* at 71:16-75:2. Dr. Harrison also answered a number of questions about his first day declaration, specifically, about the reasons the Debtors filed bankruptcy. *Id.* at 163:3-166:12.

9. Rigmora again deposed Mr. Mandarino on February 18, 2026. During that deposition, Mr. Mandarino testified about his first day declaration, and described the events and

reasons that the Debtors filed bankruptcy. Ex. D at 66:21-70:20. Mr. Mandarino testified that the Debtors filed bankruptcy to seek a comprehensive solution to save their businesses, and obtain access to capital, which would stabilize operations, fund clinical research program, and preserve the going-concern value of the enterprise. *Id.* at 67:1-19. He answered questions about whether he did an independent valuation of the portfolio companies, about whether bankruptcy was necessary for the Partnership Debtor, and whether the Partnership Debtor needs to be in bankruptcy following payment of the \$97 million capital call. *Id.* at 67:20-70:20. He also answered questions about the information contained in the GP Debtor's chapter 11 petition, *id.* at 39:20-40:12, and when the Partnership and GP Debtor first began considering filing chapter 11, *id.* at 43:13-43:23.

B. The Debtors Only Instructed Witnesses Not To Answer Questions That Called For The Substance Of Attorney-Client Privileged Communications.

10. Rigmora ignores all of the testimony listed above. Instead, it pastes 19 pages out of a total of 309 from Dr. Harrison's deposition where Rigmora repeatedly asked questions about Dr. Harrison's communications with counsel. Yet, even in pages Rigmora copy-pasted, there are only two instructions not to answer based on privilege, and only where the answer would have revealed the substance of attorney-client communications. Ex. C at 21:3-15, 50:9-52:13. The remaining instructions only cautioned Dr. Harrison to answer questions to the extent he could do so without revealing the content of attorney-client communications. Ex. C at 22:25-24:23, 25:8-24, 26:17-28:3, 48:23-50:8, 52:15-25, 68:13-69:22.

11. The same is true of Mr. Mandarino. Rigmora cites less than five pages out of a 262 page transcript, and even in those pages, the Debtors' counsel largely cautions to answer questions without revealing the substance of attorney-client communications. Indeed, the only instruction not to answer was to a question directly asking about the substance of communications with counsel. Ex. D at 48:17-23. However, in a portion of the deposition Rigmora opted not to cite,

Debtors' counsel told Rigmora's counsel that he could answer the question if rephrased, which Mr. Mandarino did. *Id.* at 48:24-49:6.

ANALYSIS

12. Rigmora fundamentally misunderstands and misstates the sword-shield doctrine. In Rigmora's view, the assertion of privilege over privileged information precludes a party from introducing evidence on non-privileged information on the same topic (or any). That is not the law. The sword-shield doctrine only provides that parties that selectively disclose privileged documents cannot then keep unfavorable privileged documents on the same subject matter to themselves. *In re Zohar III Corp.*, 2024 WL 1929021, at *4 (3d Cir. Apr. 8, 2024). Accordingly, when there is no selective disclosure of privileged information and no reliance on advice of counsel, the sword-shield issue does not prevent that testimony. *Id.* (holding that a party cannot introduce evidence of legal advice it received without permitting the opposing party the opportunity to probe the circumstances and substance of that advice). Indeed, a party appropriately claims privilege over privileged communications and provides non-privileged testimony related to the same subject matter so long as a party is not trying to selectively use some privileged information while withholding other privileged information. *In re Teleglobe Comm's Corp.*, 392 B.R. 561, 586 (Bankr. D. Del. 2008) (holding that a party's chief legal officer appropriately gave testimony over non-privileged matters without waiving the privilege where the chief legal officer testified as to her own thoughts and beliefs without referring to the content of privileged documents or communications)—exactly as the Debtors do here.² The Debtors' insistence on a bright line between privileged communications and advice (on which they do not rely or disclose) and non-

² *In re Teleglobe Comm's Corp.*, the court noted that "waiver of privileged information cannot be justified 'merely to provide the opposing party information helpful to its cross-examination or because information is relevant.'" 392 B.R. at 586 (citing *Remington Arms Co. v. Liberty Mut. Ins. Co.*, 142 F.R.D. 408, 415-16 (D. Del. 1992)).

privileged testimony, documents and interrogatory responses does exactly what the cases require resulting in no prejudice to Rigmora.

13. Rigmora’s own cited authorities demonstrate that the sword-shield doctrine only applies where privileged information has been selectively disclosed or affirmatively put at issue by the party claiming privilege. In *United States v. Workman*, 138 F.3d 1261, 1264 (8th Cir. 1998), the defendant in a criminal case asserted an advice-of-counsel defense, which the court held entitled the prosecution to explore the substance of that advice. Likewise, in *Engineered Prods. Co. v. Donaldson Co., Inc.*, 313 F. Supp. 2d 951, 1020, 1022–23 (N.D. Iowa 2004), the plaintiff asserted an advice-of-counsel argument to explain why it had not asserted patent rights sooner, and the court held that this argument entitled the defendant to explore the substance of that advice. The court held the same in *Tetris Holding, LLC v. Xio Interactive*, 2011 WL 13141049, at *15 (D. N.J. June 20, 2011) (explaining that when a party claims reliance on advice of counsel and withholds discovery on the basis of privilege, it cannot then testify “on the matters claimed to be privileged”). In *Fraunhofer-Gesellschaft zur Forderung Der Angewandten Forschung e.V. v. Sirius XM Radio Inc.*, 2025 WL 3022515, at *1 (D. Del. Oct. 29, 2025) the Court only stated that if a witness invoked privilege, it cannot then introduce the “supposedly privileged testimony at trial,” but it did not preclude testimony about matters that the witness did or could have testified to during a deposition. The same is true in *Gutierrez-Rodriguez v. Cartagena*, 882 F.2d 553, 576 (1st Cir. 1989) (refusing to allow a witness to disclose privileged information during trial where it had previously asserted privilege over that information at a deposition).

14. Here, the Debtors have not selectively disclosed **any** privileged information about their decision to file bankruptcy, nor have they asserted any justification based on the advice of counsel. The Debtors will not elicit testimony about the substance of communications with

counsel. But, of course, the Debtors are entitled to elicit testimony over non-privileged information relating to the Debtors' decision to file bankruptcy. The Motion must be denied.

CONCLUSION

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

Dated: February 25, 2026
Wilmington, Delaware

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

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

In re

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

**DEBTORS' RESPONSES AND OBJECTIONS
TO SECOND SET OF REQUESTS FOR PRODUCTION AND INTERROGATORIES**

Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure (“Civil Rules”) made applicable by Rules 7026, 7033 and 7034 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), Rule 7026 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (“Local Rules”), and any other applicable rules or governing law (collectively, the “Applicable Rules”), the above-captioned debtors (“Debtors”) submit these responses and objections (the “Responses and Objections”) to *Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP’s Second Requests for Production of Documents and Second Set of Interrogatories* (the “Requests” and “Interrogatories”) dated January 24, 2026, and served by Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LPs (“LPs”) in the above captioned bankruptcy cases.

GENERAL OBJECTIONS

The general objections set forth below (the “General Objections”) apply to the Requests and Interrogatories generally and to each Definition, Instruction, and specific Request and

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Interrogatory and, unless otherwise stated, shall have the same force and effect as if fully set forth in response to each Definition, Instruction, and specific Request and Interrogatory. Any objection to a Definition or Instruction shall also apply to any other Definition, Instruction, or specific Request and Interrogatory that incorporates that Definition or Instruction. No response to any specific Request and Interrogatory is, or shall be deemed to be, a waiver of the General Objections or to the specific objections set forth therein.

1. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, because the LPs have demanded responses by February 2, 2026 in contravention of the Applicable Rules, which require responses and objections within 30 days of the Requests and Interrogatories, which falls on February 23, 2026.

2. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent that the Requests and Interrogatories seek information outside the scope of the Motions, and therefore, are disguised Bankruptcy Rule 2004 discovery. The LPs have not complied with the Applicable Rules with respect to Bankruptcy Rule 2004 discovery and Debtors require that the LPs adhere to the Applicable Rules.

3. Debtors object to the Requests and Interrogatories, and to each of the Definitions and Instructions contained therein, to the extent that the Requests and Interrogatories relate to the Motion to Dismiss as overbroad, unduly burdensome, and designed to harass Debtors, because the LPs filed the Motion to Dismiss, and sought to have it heard without any need for discovery, before serving the Requests and Interrogatories. The fact that the LPs sought to have the Motion to Dismiss heard before serving any of the Requests and Interrogatories demonstrates that the LPs either filed the Motion to Dismiss in bad faith and without evidentiary support, or do not actually require any documents or information with respect to the Motion to Dismiss.

4. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they are vague and ambiguous, overbroad, unduly burdensome, lacking in particularity, or seek documents that are not relevant to any parties' claims or defenses in, and are not proportional to the needs of, the bankruptcy cases.

5. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they purport to impose on Debtors any burden or obligation that is broader than, inconsistent with, or exceeds the requirements of, the Applicable Rules. Debtors will construe the Requests and Interrogatories, and each Definition and Instruction contained therein, in accordance with its understanding of the Applicable Rules.

6. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they seek information or documents that are protected from disclosure by any applicable privilege, immunity, or protection, including the attorney-client privilege, work product doctrine, joint-defense privilege, and common-interest privilege which Debtors are entitled to invoke. Any inadvertent disclosure of information that is properly the subject of a claim of privilege is not, and shall not be deemed, a waiver, in whole or in part, of any privilege or protection. The LPs shall not use any inadvertently disclosed information that is properly the subject of a claim of privilege or other protection.

7. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they seek information or documents outside of the Debtors' possession, custody, or control.

8. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they seek the production of trade secrets or other information that is confidential, proprietary, commercially sensitive, competitively significant, or

personal in nature relating to Debtors, their affiliates and predecessors, and their respective current or former officers, directors, employees and/or clients, customers, or counterparties. Debtors' will only produce documents in response to the Requests or information in response to the Interrogatories upon entry into a satisfactory confidentiality agreement and protective order.

9. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they purport to require Debtors to conduct anything beyond a reasonable search, under the time limitations unilaterally imposed by the LPs, of readily accessible sources where responsive information or documents, including electronically stored information, are reasonably expected to be found. To the extent the Requests and Interrogatories purport to require Debtors to exceed such a reasonable search, they are overbroad, unduly burdensome, and not proportional to the needs of these bankruptcy cases.

10. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they purport to require Debtors to draw legal or factual conclusions, or are predicated on legal or factual conclusions or arguments. No response to any specific Request or Interrogatory is, or shall be construed as, agreement with a legal or factual conclusion concerning any of the terms used in the Request or Interrogatory.

11. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they assume the existence of facts that do not exist or the occurrence of events that did not take place. No response to any specific Request or Interrogatory is, or shall be construed as, an admission that any factual predicate stated in or implied by the Request or Interrogatory is accurate.

12. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they fail to specify with reasonable particularity the information sought.

13. Debtors object to the Requests and Interrogatories, and to each Definition and Instruction contained therein, to the extent they purport to seek expert opinion.

14. No incidental or implied admissions are intended by the objections herein, nor shall the fact that Debtors have objected or responded to a particular Request be construed as an admission or indication that Debtors possess documents or information responsive to such Request or Interrogatory or any other Request or Interrogatory. Similarly, a statement that Debtors will produce documents in a response to a Request or Interrogatory does not constitute a representation that responsive documents or information exist, but only that responsive documents or information will be produced or provided if they exist, can be located through a reasonable search of reasonably accessible sources, and are not otherwise protected from disclosure.

15. Any failure of Debtors to make a specific objection to any specific Request or Interrogatory, or any Definition or Instruction contained therein, is not, and shall not be construed as, a waiver of Debtors' right to object on additional grounds. Debtors reserve the right to use or rely on, at any time, any subsequently discovered information or information omitted from these Responses and Objections as a result of mistake, error, oversight, or inadvertence.

16. These Responses and Objections are based solely on facts reasonably known to Debtors at the time of responding to the Requests and Interrogatories. Debtors reserves the right, but do not assume the obligation, to amend, supplement, or otherwise modify the content of these Responses and Objections at any time.

OBJECTIONS TO DEFINITIONS

1. Debtors object to each of the Definitions, and to any Definition, Instruction, Request, or Interrogatory that incorporates the Definitions, to the extent they purport to impose on Debtors any burden or obligation that is broader than, inconsistent with, or exceeds the requirements of, the Applicable Rules.

2. Debtors object to Definition No. 1 because there is no defined term contained therein, rendering the purported “Definition” meaningless. To the extent Definition No. 1 actually contains a definition, Debtors object because referring to the “singular” as “plural” and vice-versa renders every use of a singular or plural term vague and ambiguous. Similarly, referring to “conjunctive” to include “disjunctive” and vice-versa renders every use of a conjunctive or disjunctive vague and ambiguous. Likewise, demanding that the “present tense” include the “past tense” and vice-versa is inherently contradictory and renders every present tense or past tense term vague and ambiguous. The Debtors will construe each Request and Interrogatory as they are written.

3. Debtors object to Definition No. 3, as vague and ambiguous because it only refers to a single bankruptcy case even though the case caption refers to multiple bankruptcy cases. Debtors will therefore construe “Action” to mean the all of the above-captioned bankruptcy cases.

4. Debtors object to Definition No. 4 as vague, ambiguous, and overbroad and will construe “Aethon” to mean Aethon Therapeutics, Inc. and any individual purporting to act on behalf of Aethon Therapeutics, Inc.

5. Debtors object to Definition No. 5 to the extent it requires the Debtors to construe the singular as plural and vice-versa, and to the extent it requires the Debtors to construe a verb in any tense as including all other tenses, because such constructions render those terms as vague and ambiguous. The Debtors will construe each Request and Interrogatory as they are written.

6. Debtors object to Definition No. 7 as vague, ambiguous, and overbroad and will construe “Apertor” to mean Apertor Pharmaceuticals, Inc. and any individual purporting to act on behalf of Apertor Pharmaceuticals, Inc.

7. Debtors object to Definition No. 8 as vague, ambiguous, and overbroad and will construe “ATLS” to mean Apple Tree Life Sciences, Inc. and any individual purporting to act on behalf of Apple Tree Life Sciences, Inc.

8. Debtors object to Definition No. 9 as vague, ambiguous, and overbroad and will construe “Ascidian” to mean Ascidian Therapeutics, Inc. and any individual purporting to act on behalf of Ascidian Therapeutics, Inc.

9. Debtors object to Definition No. 10 as vague, ambiguous, and overbroad and will construe “Aulos” to mean Aulos Bioscience, Inc. and any individual purporting to act on behalf of Aulos Bioscience, Inc.

10. Debtors object to Definition No. 11 as vague, ambiguous, and overbroad and will construe “Braeburn” to mean Braeburn, Inc. and any individual purporting to act on behalf of Braeburn, Inc.

11. Debtors object to Definition No. 14 as vague, ambiguous, and overbroad and will construe “Deep Apple” to mean Deep Apple Therapeutics, Inc. and any individual purporting to act on behalf of Deep Apple Therapeutics, Inc.

12. Debtors object to Definition No. 17 as vague, ambiguous, and overbroad and will construe “Evercrisp” to mean Evercrisp Biosciences, Inc. and any individual purporting to act on behalf of Evercrisp Biosciences, Inc.

13. Debtors object to Definition No. 18 as vague, ambiguous, and overbroad and will construe “Fund” to mean ATP Life Science Ventures, L.P. and any individual purporting to act on behalf of ATP Life Science Ventures, L.P.

14. Debtors object to Definition No. 20 as vague, ambiguous, and overbroad and will construe “General Partner” or “GP” to mean ATP III GP, Ltd. and any individual purporting to act on behalf of ATP III GP, Ltd.

15. Debtors object to Definitions 21-23 to the extent that they seek to impose on the Debtors any obligations beyond the requirements of the Applicable Rules. Debtors will construe the term “Identify” to the extent, and only to the extent, required by the Applicable Rules.

16. Debtors object to Definition No. 25 as vague, ambiguous, and overbroad and will construe “Initial” to mean Initial Therapeutics, Inc. and any individual purporting to act on behalf of Initial Therapeutics, Inc.

17. Debtors object to Definition No. 27 as vague, ambiguous, and overbroad and will construe “Marengo” to mean Marengo Therapeutics, Inc. and any individual purporting to act on behalf of Marengo Therapeutics, Inc.

18. Debtors object to Definition No. 28 as vague, ambiguous, and overbroad and will construe “Marlinspike” to mean Marlinspike Therapeutics, Inc. and any individual purporting to act on behalf of Marlinspike Therapeutics, Inc.

19. Debtors object to Definition No. 29 as vague, ambiguous, and overbroad and will construe “Nereid” to mean Nereid Therapeutics, Inc. and any individual purporting to act on behalf of Nereid Therapeutics, Inc.

20. Debtors object to Definition No. 30 as vague, ambiguous, and overbroad and will construe “Nine Square” to mean Nine Square Therapeutics, Inc. and any individual purporting to act on behalf of Nine Square Therapeutics, Inc.

21. Debtors object to Definition No. 34 as vague, ambiguous, and overbroad and will construe “Red Queen” to mean Red Queen Therapeutics, Inc. and any individual purporting to act on behalf of Red Queen Therapeutics, Inc.

22. Debtors object to Definition No. 35 as vague, ambiguous, and overbroad and will construe “Replicate” to mean Replicate Bioscience, Inc. and any individual purporting to act on behalf of Replicate Bioscience, Inc.

23. Debtors object to Definition No. 36 to the extent that the inclusion of “advisors,” “representatives,” or “attorneys” seeks production of documents or information protected by any applicable privilege, immunity, or protection, including the attorney-client privilege, work product doctrine, joint-defense privilege, and common-interest privilege which Debtors are entitled to invoke.

OBJECTIONS TO INSTRUCTIONS

1. Debtors object to each of the Instruction, and to any Definition, Instruction, Request, or Interrogatory that incorporates the Instructions, to the extent they purport to impose on Debtors any burden or obligation that is broader than, inconsistent with, or exceeds the requirements of, the Applicable Rules. Debtors will construe the Instructions in accordance with their understanding of the Applicable Rules.

2. The Debtors object to each of the Instructions, and to any Definition, Instruction, Request, or Interrogatory that incorporates the Instructions, to the extent they seek documents or information outside of Debtors’ possession, custody, or control.

3. The Debtors object to each of the Instructions, and to any Definition, Instruction, Request, or Interrogatory that incorporates the Instructions, to the extent they seek documents or information protected by any applicable privilege, immunity, or protection, including the attorney-client privilege, work product doctrine, joint-defense privilege, and common-interest privilege which Debtors are entitled to invoke.

4. Debtors object to Instruction No. 1 because the LPs invoke Federal Rule of Bankruptcy Procedure 9014(c) although the vast majority of the Requests and Interrogatories lack relevance to 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.* (the “Motion to Dismiss”) and the *Motion of Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP for Relief from the Automatic Stay* (the “Stay Relief Motion”) and collectively with the Motion to Dismiss, the “Motions”), as set forth in the preamble to the Requests and Interrogatories. Indeed, the LPs seek information related to “any allegation made in any filing in this Action.” See Instruction No. 14. The Debtors will only provide documents and information related to the Motions as the only immediately relevant contested matters.

5. Debtors object to Instruction No. 12 as overbroad. Debtors will produce electronically stored information only as agreed-upon pursuant to an electronically-stored information protocol.

6. Debtors object to Instruction No. 14 as overbroad and not proportional to the needs of these cases because the LPs seek documents and information without any date limitation, and the ostensible date limitation included in the Instruction is illusory because it includes any documents, regardless of time range, that have been “accessed ... directly or indirectly” since

January 1, 2025. Debtors also object to Instruction No. 14 as vague and ambiguous because it refers to an “answer to the Complaint” even though “Complaint” is not defined.

**OBJECTIONS AND RESPONSES TO SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS AND INTERROGATORIES²**

REQUEST FOR PRODUCTION NO. 30: All “materials presented by, or on behalf of the General Partner’s management and its advisors” that Dr. Seth Harrison received in connection with the Written Resolutions of the General Partner dated December 9, 2025, and exhibited to the Fund-Level Debtors’ Chapter 11 petitions resolving to file the Fund and the GP for Chapter 11 bankruptcy.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it is wholly duplicative of Interrogatory No. 8 and demands Debtors produce “all” materials. Debtors further object to this Request to the extent that it requests privileged attorney-client communications and attorney work product.

Subject to and without waiving the foregoing objections, the Debtors will produce non-privileged responsive documents pursuant to the parties’ agreed-upon search protocol.

REQUEST FOR PRODUCTION NO. 31: All Documents or Communications concerning removing, replacing, or otherwise operating the Fund without the Limited Partners, or concerning potential new investors in the Fund

RESPONSE TO REQUEST FOR PRODUCTION NO. 31

Debtors object to this Request on the basis that it is abusive, irrelevant, and designed to harass the Debtors because it requests information that has no bearing on the issues raised in the Motions. Debtors further object to this Request to the extent that it requests privileged attorney-client communications and attorney work product.

Subject to and without waiving the foregoing objections, the Debtors will produce non-privileged responsive documents pursuant to the parties’ agreed-upon search protocol.

² As requested, Debtors provide supplemental responses to Interrogatory Nos. 1 and 6.

REQUEST FOR PRODUCTION NO. 32: All versions (including drafts) of the “Portfolio Lift Out” deck listed as Ex. 60 to Debtors’ Second-Day Exhibit List and any other similar presentations, all versions of the “12-quarter value inflection point model,” and all communications related to those documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32

Debtors object to this Request as overbroad, unduly burdensome, and vague because it seeks “any” similar presentations and “all” related communications. Debtors also object to this Request because it requests information that has no bearing on the issues raised in the Motions.

Subject to and without waiving the foregoing objections, the Debtors will produce non-privileged responsive documents pursuant to the parties’ agreed-upon search protocol.

INTERROGATORY NO. 1: Describe in detail the complete factual and/or legal basis for the allegation in paragraph 47 of the First Day Declaration of Seth L. Harrison, Dkt. No. 18, that the Partnership owes more than \$221 million in unfunded commitments to certain of the PortCos, and Identify all Documents and Communications supporting that allegation, including the specific section of any Document or Communication imposing this obligation as well as all amendments to such documents.

RESPONSE TO INTERROGATORY NO. 1

Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors to identify “all” Documents and Communications related to the Partnership’s funding commitments, even though those commitments are outlined in documents that the LPs already have. Debtors further object to providing the “legal basis” for the Partnership’s commitments, as the “legal basis” for any argument, to the extent applicable, will be set forth in the parties’ pleadings at the appropriate time.

Subject to and without waiving the foregoing objections, the Debtors state that they previously produced in prepetition litigation, and will produce, documents sufficient to show the approximately \$221 million in unfunded commitments owed to Portfolio Companies. The Debtors further direct Rigmora to statements Rigmora made in Cayman Islands submissions acknowledging that the Partnership had unfunded commitments.

The Debtors further direct Rigmora to the Debtors’ Schedules and Statements filed on January 30, 2026 [Docket Nos. 236, 237, 239, 240, 241, & 242].

INTERROGATORY NO. 6: Identify in detail the source(s) of the approximately \$17.3 million of cash not subject to the lien of any creditor that Perry Mandarino alleges the Debtors had at the Petition Date in paragraph 4 of the Declaration of Perry Mandarino in Support of Debtors’ Motion for Entry of Interim and Final Orders 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 filed in this Action.

RESPONSE TO INTERROGATORY NO. 6

Debtors object to this Interrogatory on the basis that it is abusive, irrelevant, and designed to harass the Debtors because it requests information that has no bearing on the issues raised in

either the Stay Relief Motion or the Motion to Dismiss. The Debtors object to this Interrogatory because it requests information equally available to Rigmora. Debtors further object to this Interrogatory because the term “sources” is not defined and is therefore vague and ambiguous.

Subject to and without waiving the foregoing objections, the Debtors state that the Fund’s cash on hand was derived from two sources: (i) the Fund received approximately \$42 million as repayment of a note by Braeburn owed to the fund in July of 2025, and (ii) the Fund received approximately \$10 million as a post-closing earn-out payment from the sale of a company called Tendyne. See Hr’g Tr. 152:6-15, Jan. 20, 2026 (Bankr. D. Del).

INTERROGATORY NO. 7: Identify the date on which each Fund-Level Debtor first considered filing for bankruptcy and/or restructuring and the date on which such course of action was decided upon.

RESPONSE TO INTERROGATORY NO. 7

Debtors object to this Interrogatory on the basis that it is abusive, irrelevant, and designed to harass the Debtors because it requests information that has no bearing on the issues raised in either the Lift Stay Motion or the Motion to Dismiss. Debtors further object to the word “considered” as vague and ambiguous. Debtors further object to this Interrogatory to the extent that it requests privileged attorney-client communications and attorney work product. Any “consideration” of the filing for bankruptcy and/or restructuring necessarily involves privileged attorney-client communications and attorney work product.

Subject to and without waiving the foregoing objections or privileges, the Debtors state that the Fund-Level Debtors reached the decision to file for chapter 11 reorganization after December 5, 2025 when it became apparent to the Fund-Level Debtors that they had largely prevailed in the Delaware Chancery Court litigation but after that date there was substantial risk that (a) Rigmora would not voluntarily pay to the GP Debtor the approximately \$97 million ordered to be specifically performed but instead would appeal and seek to bond its obligations,

which would have left the Partnership Debtor with insufficient cash to pay its obligations for more than few weeks; (b) Rigmora made no indication that it intended to amend its pending winding-up petition to reflect the fact that the Delaware Chancery Court’s findings precluded Rigmora from asserting the GP Debtor had breached the LPA or acted in bad faith by making capital calls and commencing litigation against Rigmora; (c) Rigmora had a lengthy history of circumventing Delaware as a contractual forum by *ex parte* seeking relief in the Cayman Islands court and there was risk Rigmora would do so again to block the use of any funds to save investments in portfolio companies; and (d) because of Rigmora’s status as an investor in the Partnership Debtor that had failed to honor capital calls, had actively sought to block future investments in the Partnership Debtor’s portfolio companies, and had the potential ability to block future capital raises, chapter 11 reorganization provided the Fund-Level Debtors the best means to maximize their values. The Fund-Level Debtors first “considered” commencing chapter 11 cases in mid-November 2025 when they believed that they were likely to prevail in the Delaware Chancery Court.

INTERROGATORY NO. 8: Identify all the “materials presented by, or on behalf of the General Partner’s management and its advisors” that Dr. Seth Harrison received in connection with the Written Resolutions of the General Partner dated December 9, 2025, and exhibited to the Fund-Level Debtors’ Chapter 11 petitions resolving to file the Fund and the GP for Chapter 11 bankruptcy.

RESPONSE TO INTERROGATORY NO. 8

Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it is wholly duplicative of RFP No. 30, demands Debtors to identify “all” materials, and demands compilation of documents that the Debtors have already agreed be provide to Rigmora in response to document requests. Debtors further object to this Interrogatory to the extent that it requests privileged attorney-client communications and attorney work product.

Subject to and without waiving the foregoing objections, the Debtors state that they will produce the documents reviewed by Dr. Seth Harrison received in connection with the Written Resolutions of the General Partner dated December 9, 2025, and related non-privileged communications pursuant to the parties' agreed-upon search protocol.

INTERROGATORY NO. 9: State the total expenses incurred in connection with the Chapter 11 Cases that You have charged and intend to charge to the Fund.

RESPONSE TO INTERROGATORY NO. 9

Debtors object to this Interrogatory on the basis that it is abusive, irrelevant, and designed to harass the Debtors because it requests information after the time period the parties agreed to be relevant, and because it requests information that has no bearing on the issues raised in the Motions. The Debtors also object to this Interrogatory as unduly burdensome because the same information can be found in the budgets that the Debtors have already provided and will be reflected in any monthly operating reports and fee applications that will be filed in the Bankruptcy Court.

In light of the foregoing, no further answer is required.

INTERROGATORY NO. 10: Identify all Persons with knowledge of the decision to file the Fund-Level Debtors for Chapter 11 bankruptcy and the preparations thereof.

RESPONSE TO INTERROGATORY NO. 10

Debtors object to this Interrogatory on the basis that it is abusive, irrelevant, and designed to harass the Debtors because it requests information after the Petition Date that has no bearing on the issues raised in either the Stay Relief Motion or the Motion to Dismiss.

Subject to and without waiving the foregoing objections, the Debtors identify the following individuals:

- Seth Harrison
- Joseph Yanchik
- Daniel Finkelman

- Quinn Emanuel Urquhart & Sullivan, LLP
- Walkers (Cayman) LLP
- Potter Anderson & Corroon LLP
- Wachtell, Lipton, Rosen & Katz
- B. Riley Restructuring Services, LLC
- Kurtzman Carson Consultants, LLC d/b/a Verita

INTERROGATORY NO. 11: Identify any Person (including fact or expert witnesses) whose testimony (whether written, oral or otherwise) You intend to rely upon connection with the Motions, including at the hearing on February 25, 2026.

RESPONSE TO INTERROGATORY NO. 11

The Debtors object to this Interrogatory because it abusive, unduly burdensome, and designed to harass the Debtors by demanding they identify witnesses that they will use in connection with the Motions nearly a month before it is set for hearing. The Debtors further object to this Interrogatory to the extent that it requests privileged attorney-client communications and attorney work product. The Debtors further object to this interrogatory because the parties have agreed to exchange witness lists on February 20, 2026 for the February 25, 2026 hearing.

Subject to and without waiving the foregoing objections, the Debtors state that they will inform Rigmora of the Debtors' potential witnesses by the agreed-upon time. The Debtors further state that they currently intend to rely on information from at least the following witnesses:

- Seth Harrison
- Perry Mandarino
- One or more representatives of portfolio companies

Dated: February 2, 2026
Wilmington, Delaware

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Respectfully submitted,

/s/ L. Katherine Good

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Proposed Counsel to the Debtors and Debtors in Possession

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

In re

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

VERIFICATION

I, Perry M. Mandarino, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

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

2. I have reviewed the *Debtors' Responses and Objections to Second Set of Requests for Production and Interrogatories* and the factual statements set forth therein are true and correct to the best of my knowledge, information, and belief. For the avoidance of doubt, I am not providing any verification as to the legal conclusions, contentions, or objections contained in these responses.

3. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

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.

4. I am duly authorized to make this Verification.

Executed on the 2nd day of February 2026.

/s/ Perry M. Mandarino

Perry M. Mandarino

EXHIBIT B

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

In re:

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

**DEBTORS' SUPPLEMENTAL RESPONSES AND OBJECTIONS
TO SECOND SET OF REQUESTS FOR PRODUCTION AND INTERROGATORIES**

Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure (“Civil Rules”) made applicable by Rules 7026, 7033 and 7034 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), Rule 7026 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (“Local Rules”), and any other applicable rules or governing law (collectively, the “Applicable Rules”), the above-captioned debtors (“Debtors”) submit these supplemental responses and objections (the “Supplemental Responses and Objections”) to *Debtors’ Responses and Objections to Second Set of Requests for Production and Interrogatories* (the “Original Responses and Objections”) served on February 2, 2026, in response to *Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP’s Second Requests for Production of Documents and Second Set of Interrogatories* (the “Requests” and “Interrogatories”) dated January 24, 2026, and served by Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LPs (“LPs”) in the above captioned bankruptcy cases.

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.

GENERAL OBJECTIONS

1. The Debtors incorporate by reference the General Objections from the Original Responses and Objections.

OBJECTIONS TO DEFINITIONS

1. The Debtors incorporate by reference the Objections to Definitions from the Original Responses and Objections.

OBJECTIONS TO INSTRUCTIONS

1. The Debtors incorporate by reference the Objections to Instructions from the Original Responses and Objections.

**SUPPLEMENTAL OBJECTIONS AND RESPONSES TO FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS AND INTERROGATORIES**

INTERROGATORY NO. 8: Identify all the “materials presented by, or on behalf of the General Partner’s management and its advisors” that Dr. Seth Harrison received in connection with the Written Resolutions of the General Partner dated December 9, 2025, and exhibited to the Fund-Level Debtors’ Chapter 11 petitions resolving to file the Fund and the GP for Chapter 11 bankruptcy.

RESPONSE TO INTERROGATORY NO. 8

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it is wholly duplicative of RFP No. 30 and demands the Debtors identify “all” materials, and demands compilation of documents that the Debtors have already agreed to provide to Rigmora in response to document requests. The Debtors further object to this Interrogatory to the extent that it requests privileged attorney-client communications and attorney work product. The Debtors further object to this Interrogatory because it is vague and ambiguous as to the meaning of “exhibited to the Fund-Level Debtors’ Chapter 11 petitions” because it is fundamentally unclear how someone can “exhibit” something to a bankruptcy petition. The Debtors will identify the materials that Dr. Harrison considered in

connection with the December 9, 2025 *Written Resolution of the Sole Director of ATP III GP., Ltd.*, which is available at Case No. 25-12179, Docket No. 1.

Subject to and without waiving the foregoing objections, Debtors, pursuant to Federal Rule of Civil Procedure 33(d), identify the following written documents that the director of ATP III GP, Ltd. considered in connection with the decision to file the Fund and the GP for Chapter 11 bankruptcy: the December 5, 2025 *Post-Trial Memorandum Opinion* of the Court of Chancery of the State of Delaware, a true and correct copy of which is attached as Exhibit B to the *Declaration of Dr. Seth L. Harrison in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 18] and the documents listed by Bates number in the chart below:

Bates Number
ATPBK_00006238
ATPBK_00006335
ATPBK_00006340
ATPBK_00006348
ATPBK_00006353
ATPBK_00006356
ATPBK_00006366
ATPBK_00006369
ATPBK_00006374
ATPBK_00006379
ATPBK_00006398
ATPBK_00006403
ATPBK_00006407
ATPBK_00006415
ATPBK_00006420
ATPBK_00006428
ATPBK_00006431
ATPBK_00006435
ATPBK_00006452
ATPBK_00006468
ATPBK_00006473
ATPBK_00006478
ATPBK_00006516
ATPBK_00006525

Bates Number
ATPBK_00006556
ATPBK_00006604
ATPBK_00006613
ATPBK_00006631
ATPBK_00006650
ATPBK_00006683
ATPBK_00006716
ATPBK_00006725
ATPBK_00006756
ATPBK_00006757
ATPBK_00006790
ATPBK_00006970
ATPBK_00006979
ATPBK_00006988
ATPBK_00007021
ATPBK_00007054
ATPBK_00007085
ATPBK_00007103
ATPBK_00007138
ATPBK_00007147
ATPBK_00007155
ATPBK_00048928
ATPBK_00012165
ATPBK_00013513
ATPBK_00025765
ATPBK_00025793
ATPBK_00025821

Dated: February 16, 2026
Wilmington, Delaware

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Respectfully submitted,

/s/ Ethan H. Sulik

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Proposed Counsel to the Debtors and Debtors in Possession

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

In re:

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

VERIFICATION

I, Perry M. Mandarino, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

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

2. I have reviewed the *Debtors' Supplemental Responses and Objections to Second Set of Requests for Production and Interrogatories*, and the factual statements set forth therein are true and correct to the best of my knowledge, information, and belief. For the avoidance of doubt, I am not providing any verification as to the legal conclusions, contentions, or objections contained in these responses.

3. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

4. I am duly authorized to make this Verification.

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.

Executed on the 16th day of February 2026.

/s/ Perry M. Mandarino

Perry M. Mandarino

EXHIBIT C

2 THE VIDEOGRAPHER: We are now on the 12:53
3 record. The time is 1:07 p.m. on 13:08
4 February 17, 2026. 13:08

5 This begins the videotaped 13:08
6 deposition of Seth Harrison taken in the 13:08
7 matter of In re: Apple Tree Life Sciences 13:08
8 Inc., et al., filed in the United States 13:08
9 Bankruptcy Court for the District of 13:08
10 Delaware, Case No. 25-12177-LSS. 13:08

11 My name is Charlie Bowman, and I am 13:08
12 your videographer today. The court 13:08
13 reporter is Mary Bowman. We are both 13:08
14 representing Esquire Deposition Solutions. 13:08

15 Counsel, would you please introduce 13:08
16 yourselves and affiliations and then the 13:08
17 witness will be sworn in. 13:08

18 (Whereupon counsel placed their 13:08
19 appearances on the audio record.) 13:09

20 SETH HARRISON, 13:09

21 called as a witness by the parties, 13:09
22 having been duly sworn, testified as 13:09
23 follows: 13:09

24 EXAMINATION BY 13:09

25 MS. SELDEN: 13:09

2 Q. Should we get on the record any
3 counsel on the phone. Sage he will me who from
4 Cole Schotz on behalf of the.

5 Q. Good afternoon, Dr. Harrison.

6 A. Good afternoon.

7 Q. We are starting at 1 o'clock today
8 for a deposition that was previously noticed at
9 9:00 a.m. I understand that's because you had
10 some travel difficulties yesterday?

11 A. I had some personal issues to deal
12 with, yeah.

13 Q. Where were you -- you had personal
14 issues --

15 A. Yes.

16 Q. -- or travel issues?

17 A. Personal.

18 Q. Your counsel described the need to
19 postpone this deposition from 9:00 a.m. to
20 1:00 p.m. as due to travel issues that you had.

21 Were your personal issues travel
22 issues?

23 A. Relatedly, yes. Yes, relatedly.

24 Q. Where were you traveling from?

25 MS. TOMASCO: Objection. That's

2 personal. 13:10

3 What relevance does it have? 13:10

4 Are you going to probe his personal 13:10
5 life? Should we ask why your expert all 13:10
6 of a sudden has a miraculous recovery, he 13:10
7 can testify on the 19th even though he 13:11
8 wasn't available to be deposed until the 13:11
9 22nd? 13:11

10 Can we have his medical records? 13:11

11 Can I have those produced? 13:11

12 Q. Dr. Harrison, is the start of 13:11
13 today's deposition delayed from 9:00 a.m. to 13:11
14 1:00 p.m. because you had travel issues? 13:11

15 A. I had some personal things to deal 13:11
16 with. 13:11

17 Q. We had asked yesterday if there was 13:11
18 any reason that you could not continue this 13:11
19 deposition into the evening today. We haven't 13:11
20 heard of any. 13:11

21 Is there anything I should know 13:11
22 about your schedule this evening? 13:11

23 A. No, nothing in particular. 13:11

24 Q. Is there any reason if we are unable 13:11
25 to complete today's deposition today that you 13:11

2	are unable to testify tomorrow?	13:11
3	A. I'm not sure. I'd have to check.	13:11
4	Q. Dr. Harrison, to make our lives	13:12
5	easier as we go through this today, I want to	13:12
6	talk about some of the entities and defined	13:12
7	terms just for ease of reference.	13:12
8	Is that all right with you?	13:12
9	A. Yes.	13:12
10	Q. If I refer to ATP Life Science	13:12
11	Ventures LP as the "partnership" or the "fund,"	13:12
12	you will know what I mean?	13:12
13	A. Yes.	13:12
14	Q. If I refer to ATP III GP Limited as	13:12
15	the "general partner" or the "GP," you will know	13:12
16	what I mean?	13:12
17	A. Yes.	13:12
18	Q. If I refer to Apple Tree Life	13:12
19	Sciences as "ATLS," you will know what I mean?	13:12
20	A. Yes.	13:12
21	Q. If I refer to the fund and the GP	13:12
22	collectively as the "fund level debtors," you	13:12
23	will know what I mean?	13:12
24	A. I will now, yes.	13:12
25	Q. If I refer to each of the portfolio	13:12

2 companies by their names -- you know those names 13:12
3 well, right? 13:12

4 A. I do, yes. 13:12

5 Q. And if I collectively refer to them 13:12
6 as the "PortCos" or "portfolio companies," you 13:12
7 will know what I mean? 13:12

8 A. Do you mean the entirety of the 13:12
9 portfolio or those that are debtors? 13:12

10 Q. If I differentiate between the 13:13
11 portfolio companies that have filed for 13:13
12 bankruptcy and those that have not by referring 13:13
13 to them as the "debtor portfolio companies" and 13:13
14 the "non-debtor portfolio companies," you will 13:13
15 know what I mean? 13:13

16 A. Yes. 13:13

17 Q. If I refer to the ten portfolio 13:13
18 companies that would receive funding if the 13:13
19 second funding motion is granted as the "funding 13:13
20 motion portfolio companies," you will know what 13:13
21 I mean? 13:13

22 A. I know what you mean by category, 13:13
23 but I may not have them perfectly memorized. 13:13

24 Q. Okay. If I refer to Rigmora Biotech 13:13
25 Investor One LP and Rigmora Biotech Investor Two 13:13

2	LP collectively as the "Rigmora LPs," you will	13:13
3	know what I mean?	13:13
4	A. Yes.	13:13
5	Q. And if I refer to them sometimes as	13:13
6	the "LPs" instead of the "Rigmora LPs," you will	13:13
7	know what I mean then?	13:13
8	A. I think it would be inaccurate.	13:13
9	Q. You prefer that I use Rigmora LPs	13:13
10	consistently rather than LPs?	13:13
11	A. I would, yes.	13:14
12	Q. If I refer to the "LPA" during this	13:14
13	conversation, you will know that I'm referring	13:14
14	to the fund's limited partnership agreement?	13:14
15	A. Yes.	13:14
16	Q. Dr. Harrison, you sought advice of	13:14
17	bankruptcy counsel in connection with the	13:14
18	portfolio companies as early as June 2025,	13:14
19	correct?	13:14
20	MS. TOMASCO: Objection, form.	13:14
21	A. I'm not sure when we first sought	13:14
22	bankruptcy counsel.	13:14
23	Q. Is it possible that you sought the	13:14
24	advice of bankruptcy counsel for portfolio	13:14
25	companies before June of 2025?	13:14

2	A. I --	13:14
3	MS. TOMASCO: Objection, form.	13:14
4	A. -- I answered the question. I don't	13:14
5	know exactly when we first sought the advice of	13:14
6	bankruptcy counsel for the portfolio companies.	13:14
7	Q. So it's possible it was prior to	13:14
8	June of 2025?	13:14
9	MS. TOMASCO: Objection, form, asked	13:14
10	and answered.	13:14
11	A. I don't know when we first sought	13:14
12	the advice of bankruptcy counsel.	13:15
13	I'm happy to check, if you would	13:15
14	like.	13:15
15	Q. I'm going to mark as Exhibit 1 a	13:15
16	document beginning with the Bates stamp	13:15
17	ATPBK_00038495.	13:15
18	(Exhibit 1, document, Bates stamped	13:13
19	ATPBK_00038495, marked for identification,	13:13
20	as of this date.)	13:13
21	Q. Dr. Harrison, if you look at	13:15
22	Exhibit 1, you recognize it as an email from Joe	13:16
23	Yanchik to you dated June 14, 2025 and copying	13:16
24	others?	13:16
25	A. Yes.	13:16

2 Q. And, Dr. Harrison, if you turn to 13:16
3 the page ending in the Bates number 38499, do 13:16
4 you see an email -- actually, turn to the 13:16
5 following page, 8500, do you see an email from 13:16
6 you to Yuri Bogdanov copying others -- 13:16

7 A. I do. 13:16

8 Q. -- dated June 10, 2025? 13:16

9 A. Yes. 13:16

10 Q. And, Dr. Harrison, if you look at 13:16
11 the third substantive paragraph down in that 13:16
12 June 10 email from you, and at the fourth 13:16
13 sentence in that paragraph, you wrote, "While 13:17
14 bankruptcy counsel and the general partner are 13:17
15 working to salvage as many valuable IP assets as 13:17
16 they can, the impact on the portfolio companies 13:17
17 and their stakeholders is catastrophic." 13:17

18 Do you see that? 13:17

19 A. I do. 13:17

20 Q. Does that refresh your recollection 13:17
21 that by June of 2025, you were discussing 13:17
22 portfolio companies with bankruptcy counsel? 13:17

23 A. Yes. 13:17

24 Q. Do you have any recollection of 13:17
25 whether you were discussing portfolio companies 13:17

2 with bankruptcy counsel prior to June of 2025?

13:17

3 A. No.

13:17

4 Q. Who were you referring to when you
5 referred to bankruptcy counsel in this June 2025
6 email?

13:17

13:17

13:17

7 A. I'm not sure. I'd have to check.

13:17

8 Q. Was it Quinn Emanuel?

13:17

9 A. I don't know.

13:17

10 Q. Was there a point at which you were
11 working with bankruptcy counsel other than Quinn
12 Emanuel in connection with the portfolio
13 companies?

13:17

13:17

13:17

13:17

14 MS. TOMASCO: I'm going to object.

13:17

15 I think this is bordering on
16 attorney-client privilege.

13:17

13:17

17 You can ask whether or not you
18 consulted counsel, but when you say did
19 you consult counsel about a particular
20 topic, that's essentially giving up the
21 substance of the communication between the
22 client and the lawyer.

13:17

13:17

13:17

13:18

13:18

13:18

23 Q. Dr. Harrison, to be clear, I'm not
24 asking for the substance of any communications
25 that you have had with bankruptcy counsel for

13:18

13:18

13:18

2 the portfolio companies.

13:18

3 I am asking solely for the name of a
4 firm --

13:18

13:18

5 MS. TOMASCO: Same objection.

13:18

6 Q. -- if any, that you engaged --

13:18

7 MS. TOMASCO: Same --

13:18

8 Q. -- as bankruptcy counsel for the
9 portfolio companies.

13:18

13:18

10 MS. TOMASCO: Same objection.

13:18

11 MS. SELDEN: Ms. Tomasco, is it your
12 position that the name of the law firm
13 engaged as bankruptcy counsel for
14 portfolio companies is privileged?

13:18

13:18

13:18

13:18

15 MS. TOMASCO: I'm suggesting that
16 asking somebody when they consulted
17 counsel about a topic is asking for the
18 substance of the conversation, and that is
19 privileged.

13:18

13:18

13:18

13:18

13:18

20 If I say when did you consult
21 criminal counsel, you're suggesting that
22 at that point, that counsel was contacted
23 about a client's concern about a criminal
24 matter.

13:18

13:18

13:18

13:18

13:18

25 The same thing is true of

13:18

2	bankruptcy.	13:18
3	MS. SELDEN: Ms. Tomasco, you are	13:18
4	familiar with Delaware practice that would	13:18
5	require disclosure on a privilege log of	13:19
6	the name of the attorney consulted and the	13:19
7	date of that consultation without	13:19
8	revealing the substance of the privileged	13:19
9	communications, correct?	13:19
10	MS. TOMASCO: Well, that is correct.	13:19
11	But I don't see --	13:19
12	MS. SELDEN: That is all I'm asking	13:19
13	Dr. Harrison for.	13:19
14	MS. TOMASCO: I do not see any	13:19
15	bankruptcy counsel on this email.	13:19
16	MS. SELDEN: I'm not asking a	13:19
17	question about the email.	13:19
18	Q. Dr. Harrison, I will ask you again.	13:19
19	MS. SELDEN: You can give your	13:19
20	instruction if you think it is privileged.	13:19
21	Q. Is there any law firm other than	13:19
22	Quinn Emanuel that you have engaged at any point	13:19
23	in time as bankruptcy counsel to the portfolio	13:19
24	companies?	13:19
25	MS. TOMASCO: Same objection.	13:19

2	Same instruction.	13:19
3	MS. SELDEN: Are you instructing the	13:19
4	witness not to answer that question?	13:19
5	MS. TOMASCO: I am.	13:19
6	Q. Dr. Harrison, you did not consider a	13:19
7	bankruptcy filing for the fund until mid	13:19
8	November of 2025, correct?	13:19
9	MS. TOMASCO: I'm going to -- hold	13:20
10	on just one second.	13:20
11	I'm going to instruct the witness	13:20
12	not to answer. That involves a privileged	13:20
13	conversation.	13:20
14	Q. Dr. Harrison, again, to be clear,	13:20
15	I'm not asking for any conversations that you	13:20
16	had with counsel or any advice that you sought	13:20
17	from counsel.	13:20
18	I'm asking you personally whether as	13:20
19	the managing director of the general partner of	13:20
20	the fund considered filing that fund for	13:20
21	bankruptcy at any point prior to November of	13:20
22	2025.	13:20
23	MS. TOMASCO: If you can answer the	13:20
24	question without revealing the contents of	13:20
25	any attorney-client communications, you	13:20

2 can answer. 13:20

3 A. Did I personally consider filing any 13:21

4 of the entities for bankruptcy without the 13:21

5 advice of counsel? 13:21

6 MS. TOMASCO: If you can answer from 13:21

7 your personal knowledge without 13:21

8 considering the advice of counsel -- 13:21

9 A. No, I did not. 13:21

10 Q. November of 2025 was the earliest 13:21

11 you considered filing the fund for bankruptcy, 13:21

12 is that correct? 13:21

13 MS. TOMASCO: Same instruction. 13:21

14 Q. Dr. Harrison, are you unable to 13:22

15 answer that question based on your personal 13:22

16 recollection and knowledge? 13:22

17 A. I was following counsel's 13:22

18 instruction. 13:22

19 MS. TOMASCO: So same instruction, 13:22

20 if you can answer without revealing the 13:22

21 content of any attorney-client 13:22

22 communication, you can answer. 13:22

23 A. Then I can't answer. 13:22

24 Q. Let's mark as Exhibit 2 debtors' 13:22

25 responses and objections to the second set of 13:22

2 requests for production and interrogatories in
3 these Chapter 11 cases.

4 (Exhibit 2, debtors' responses and
5 objections to the second set of requests
6 for production and interrogatories, marked
7 for identification, as of this date.)

8 Q. Dr. Harrison, do you recognize this
9 document?

10 A. I recognize it as what it's titled
11 to be, the debtors' responses and objections to
12 the second set of requests for production and
13 interrogatories.

14 Q. And, Dr. Harrison, if you turn to
15 the last page of Exhibit 2, do you see a
16 verification there from Perry Mandarino?

17 A. Yes.

18 Q. And do you see in the second-to-last
19 page Mr. Mandarino declares under penalty of
20 perjury that the foregoing is true and correct
21 to the best of his knowledge and information and
22 belief, and states on the last page that he is
23 duly authorized to make this verification, do
24 you see that?

25 A. Yes, I do.

2 Q. Did you discuss these responses with 13:23
3 Mr. Mandarino before he verified them? 13:23

4 A. I don't recall. 13:23

5 Q. Did you review these responses 13:23
6 before they were provided by debtors? 13:24

7 A. I don't recall. 13:24

8 Q. Do you recall providing any 13:24
9 substantive input to these responses on behalf 13:24
10 of debtors? 13:24

11 A. I don't recall. 13:24

12 Q. If you could turn to page 14 of 13:24
13 Exhibit 2 and look at Interrogatory No. 7. 13:24

14 Do you see that? 13:24

15 A. Um-hm. I do. 13:24

16 Q. Interrogatory No. 7 states, 13:24
17 "Identify the date on which each fund-level 13:24
18 debtor first considered filing for bankruptcy 13:24
19 and/or restructuring on the date on which such 13:24
20 course of action was decided upon." 13:24

21 Do you see that? 13:24

22 A. I do, yes. 13:24

23 Q. Could you please turn to page 15. 13:24

24 And look at the sentence just above 13:24
25 the heading "Interrogatory No. 8." 13:24

2	Do you see that?	13:24
3	A. I do.	13:24
4	Q. The last sentence of the response to	13:24
5	Interrogatory No. 7 reads, "The fund-level	13:24
6	debtors first considered commencing Chapter 11	13:24
7	cases in mid November 2025, when they believed	13:25
8	that they were likely to prevail in the Delaware	13:25
9	Chancery Court."	13:25
10	Does that refresh your recollection	13:25
11	that the fund first considering commencing	13:25
12	Chapter 11 cases in mid November 2025?	13:25
13	MS. TOMASCO: Objection, form.	13:25
14	A. Yes.	13:25
15	Q. Were you involved in that	13:25
16	consideration of Chapter 11 cases on behalf of	13:25
17	the fund in the middle of November 2025?	13:25
18	A. I was involved as the GP, yes.	13:25
19	Q. Did you begin considering Chapter 11	13:25
20	filings for the fund before Thanksgiving of this	13:25
21	year?	13:25
22	MS. TOMASCO: Objection, form.	13:25
23	And I believe that this is again	13:25
24	getting into attorney-client	13:25
25	communication. I'm going to give you the	13:25

2 same instruction. 13:25

3 This is a -- this is a contention 13:25
4 interrogatory, which can include both fact 13:25
5 and legal analysis. The witness is here 13:25
6 as a fact witness, and so I don't know 13:26
7 that it's proper to use this document that 13:26
8 he didn't sign, and these questions trying 13:26
9 to relate to this don't really relate to 13:26
10 this. 13:26

11 His recollection is going to be 13:26
12 subject to his ability to answer to the 13:26
13 extent that he does not use or communicate 13:26
14 attorney-client communications. 13:26

15 MS. SELDEN: Ms. Tomasco, it is 13:26
16 going to be a long day if you are going to 13:26
17 make a speaking objection to every 13:26
18 question that I ask. 13:26

19 But my question for Dr. Harrison -- 13:26
20 (Reporter seeks clarification.) 13:26

21 MS. TOMASCO: This is a privilege 13:26
22 objection. This is a privilege objection, 13:26
23 and I'm explaining how we answer the 13:26
24 question without violating the privilege, 13:26
25 which is entirely proper, and you know it. 13:26

2 Mr. Harrison, you can answer to the 13:26
3 extent that your answer does not reveal or 13:26
4 contain attorney-client communications. 13:27

5 Q. Do you recall, Dr. Harrison, having 13:27
6 a discussion about filing the fund for 13:27
7 bankruptcy prior to Thanksgiving of 2025? 13:27

8 That's a yes or no question. 13:27

9 MS. TOMASCO: With or without 13:27
10 counsel, and you know that that's a 13:27
11 requirement for him to be able to answer. 13:27

12 MS. SELDEN: Ms. Tomasco, the 13:27
13 question is a yes-or-no question that does 13:27
14 not call for privileged information asking 13:27
15 only whether Dr. Harrison recalls having 13:27
16 such a discussion prior to Thanksgiving of 13:27
17 2025. 13:27

18 Q. Do you have such a recollection? 13:27

19 A. No. 13:27

20 MS. TOMASCO: Objection. 13:27

21 Again, if you ask somebody did you 13:27
22 talk to a lawyer about filing bankruptcy, 13:27
23 you are revealing the content of the 13:27
24 communication. 13:27

25 MS. SELDEN: Ms. Tomasco, I am not 13:27

2 asking for the substance of the 13:27

3 communication -- 13:27

4 MS. TOMASCO: Yes, you are. 13:27

5 MS. SELDEN: -- but I will... 13:27

6 Q. Dr. Harrison, if you turn back to 13:28

7 page 14 of Exhibit 2 and the response to 13:28

8 Interrogatory No. 7, do you see that it reads, 13:28

9 "Subject to and without waiving the foregoing 13:28

10 objections, the privileges, the debtors state 13:28

11 that the fund-level debtors reached the decision 13:28

12 to file for Chapter 11 reorganization after 13:28

13 December 5, 2025." 13:28

14 Do you see that? 13:28

15 A. I do, yes. 13:28

16 Q. Were you involved in that decision? 13:28

17 A. Yes. 13:28

18 Q. So you considered whether to file 13:29

19 the fund for bankruptcy during the week-long 13:29

20 period between Thanksgiving and December 5, 13:29

21 2025, is that correct? 13:29

22 MS. TOMASCO: Objection, form. 13:29

23 Assumes facts not in evidence. 13:29

24 You can answer. 13:29

25 A. Prior to filing, we needed some time 13:29

2 to consider what to do, but I don't remember
3 exact dates.

4 Q. Dr. Harrison, if the decision to
5 file the fund for bankruptcy was reached on
6 December 5 and you began considering it after
7 Thanksgiving of 2025, would you agree with me
8 that you considered whether to file the fund for
9 bankruptcy during the week-long period between
10 Thanksgiving and December 5?

11 A. I'm sorry, I don't know the exact
12 dates.

13 If you would like, we could take a
14 break and I could go back to my calendar.

15 But I don't recall exact dates.

16 Q. Do you have any reason to think
17 Mr. Mandarino's response in debtors' responses
18 and interrogatories in Exhibit 2 is incorrect?

19 A. No.

20 Q. To the best of your recollection,
21 you would agree with Mr. Mandarino that
22 December 5 was the date by which you had reached
23 the decision to file the fund for bankruptcy,
24 correct?

25 A. Yes.

2	MS. TOMASCO: Objection, form.	13:30
3	Q. Did you engage restructuring	13:31
4	advisors to the fund prior to December 5?	13:31
5	MS. TOMASCO: Objection. Same	13:31
6	objection, calls for attorney-client	13:31
7	communication to the extent it suggests	13:31
8	the content of the communication between	13:31
9	lawyer and the client.	13:31
10	Q. Dr. Harrison, it is yes/no question,	13:31
11	did you engage --	13:31
12	(Reporter seeks clarification.)	13:31
13	MS. TOMASCO: I instruct the witness	13:31
14	not to answer. It calls for	13:31
15	attorney-client communication.	13:31
16	MS. SELDEN: Ms. Tomasco, is it your	13:31
17	instruction that the witness cannot answer	13:31
18	a yes/no question whether he engaged	13:31
19	restructuring advisors for the fund prior	13:31
20	to December 5?	13:31
21	MS. TOMASCO: Yes.	13:31
22	MS. SELDEN: Is it the same	13:31
23	instruction as to nonlegal restructuring	13:31
24	advisors?	13:31
25	MS. TOMASCO: I don't think so.	13:31

2 Q. Dr. Harrison, did you engage 13:31
3 restructuring advisors other than lawyers for 13:31
4 the fund prior to December 5? 13:32

5 A. I don't believe so. 13:32

6 Q. Dr. Harrison, at any point did you 13:32
7 consider engaging counsel for the fund 13:32
8 separately from counsel for the portfolio 13:32
9 companies? 13:32

10 And I can rephrase that if it's not 13:32
11 clear. 13:32

12 A. Yeah, counsel for bankruptcy? 13:32

13 Q. Yes. 13:32

14 Did you consider at any point 13:32
15 retaining a different law firm to represent the 13:32
16 fund in connection with its Chapter 11 filing 13:32
17 than the law firm engaged to represent the 13:32
18 portfolio companies into? 13:32

19 MS. TOMASCO: I believe that calls 13:32
20 for privileged communications, and 13:32
21 instruct the witness not to answer. 13:32

22 Q. Are you going to follow that 13:32
23 instruction? 13:32

24 A. Yes. 13:32

25 Q. Dr. Harrison, did you at any point 13:33

2 interview counsel to represent the fund and not
3 the portfolio companies?

4 MS. TOMASCO: Same objection.

5 Same instruction.

6 Q. Did you at any point consider
7 retaining counsel other than Quinn to represent
8 the fund in connection with its Chapter 11
9 filing?

10 MS. TOMASCO: Same objection.

11 Same instruction.

12 Q. Did you at any point consider
13 consulting with Cayman counsel in connection
14 with the fund-level debtors' Chapter 11 filing?

15 MS. TOMASCO: Same instruction.

16 Q. Dr. Harrison, at any point did you,
17 in fact, engage conflicts counsel to advise on
18 fund-level issues?

19 MS. TOMASCO: What do you mean --

20 I'm sorry, I'm trying to parse this.

21 Conflicts counsel in connection with
22 what conflict? What is the question of
23 conflict?

24 Q. Dr. Harrison, did you at any point
25 consider whether counsel would have a conflict

2 in representing the fund, the GP, ATLS, and the 13:34
3 portfolio companies all in connection with their 13:34
4 Chapter 11 filing? 13:34

5 MS. TOMASCO: If you can answer the 13:34
6 question without revealing the content of 13:34
7 attorney-client communications, you can 13:34
8 answer. 13:34

9 A. I can't answer it. 13:34

10 Q. You had no business-level view as to 13:34
11 whether you as the managing director of the GP 13:34
12 of the fund should consider hiring separate 13:35
13 counsel for one or more of the debtors in these 13:35
14 Chapter 11 cases? 13:35

15 MS. TOMASCO: If you can reveal your 13:35
16 business judgment without revealing the 13:35
17 content of any attorney-client 13:35
18 communication, you can answer. 13:35

19 A. I'm afraid that the business and 13:35
20 legal are completely -- is "implicated" the 13:35
21 word? 13:35

22 It's -- if I am following counsel's 13:35
23 instruction, I'm afraid I can't answer. 13:35

24 Q. Dr. Harrison, let me ask you to -- I 13:35
25 mean, as in for a moment a world that exists 13:35

2 without lawyers.

13:35

3 Before you had retained lawyers -- I
4 know this is a hard world for you to imagine.

13:35

13:35

5 MS. TOMASCO: It's a fantasy of his.

13:35

6 Q. It is.

13:36

7 A. I would truly be crying.

13:36

8 Q. So imagine that moment, there is a
9 moment when you as managing director of the
10 general partner of the fund had not retained
11 counsel to represent the fund in connection with
12 this Chapter 11 cases, in that moment before
13 counsel has been retained to represent the fund,
14 did you consider whether it should be different
15 counsel than the law firm representing the
16 portfolio companies?

13:36

13:36

13:36

13:36

13:36

13:36

13:36

13:36

13:36

17 MS. TOMASCO: Objection, form.

13:36

18 Same instruction, if you can answer
19 that without considering or revealing the
20 communications not just with outside
21 counsel but with in-house counsel, you can
22 answer.

13:36

13:36

13:36

13:36

13:36

23 A. I -- I cannot answer if I am
24 following the instruction, which I am.

13:36

13:36

25 Q. Can you recall when you first

13:36

2 retained counsel to represent the fund in
3 connection with a Chapter 11 case?

4 MS. TOMASCO: Same objection.

5 Same instruction.

6 This is the fifth time you've tried
7 that. So stop.

8 Q. It may be lost in the sands of
9 memory, but I believe that there was a time
10 before counsel had been retained in connection
11 with the Chapter 11 cases.

12 Is that not true?

13 MS. TOMASCO: Objection.

14 Same instruction.

15 We really do have to move on. I'm
16 going to object to this as harassing.

17 Q. I'm genuinely not trying to harass
18 you, Dr. Harrison. I'm trying to understand
19 whether there was any moment that you considered
20 whether to hire different law firms to represent
21 different debtors in these Chapter 11 cases.

22 Was there such a moment?

23 MS. TOMASCO: Objection.

24 I'm going to -- this is -- this has
25 gone beyond the pale, seriously.

2 Counsel trying to invade the 13:37
3 attorney-client privilege by continuing to 13:38
4 ask questions that invade the 13:38
5 attorney-client privilege is improper 13:38
6 deposition behavior. 13:38

7 I'm instructing the witness not to 13:38
8 answer any questions along these lines. 13:38

9 MS. SELDEN: You are instructing the 13:38
10 witness not to answer any question 13:38
11 regarding whether he considered hiring 13:38
12 different law firms to represent different 13:38
13 debtors in these Chapter 11 cases, is that 13:38
14 correct? 13:38

15 MS. TOMASCO: I've given him the 13:38
16 instruction that if he can answer without 13:38
17 considering or revealing the advice of 13:38
18 counsel, he can. 13:38

19 And we have gone through this six 13:38
20 times now? And so continuing to ask the 13:38
21 same question in a different way is 13:38
22 harassment. 13:38

23 Q. Okay. Dr. Harrison, are you unable 13:38
24 to answer my question without revealing 13:38
25 privilege following Ms. Tomasco's instruction? 13:38

2 A. Yes, I am unable to answer your
3 question following Ms. Tomasco's instruction.

4 MS. SELDEN: Ms. Tomasco, we would
5 ask that the earliest engagement letter
6 between the fund and its outside counsel
7 in connection with these Chapter 11 cases
8 be produced and the same for the earliest
9 engagement letter between the GP and its
10 outside counsel in these cases and the
11 most current version, an operative
12 version, of any such engagement letters.

13 MS. TOMASCO: Are they not attached
14 to the retention application?

15 Q. Dr. Harrison, at some point, you
16 engaged B. Riley to serve in an advisory
17 capacity in connection with these Chapter 11
18 cases, correct?

19 A. "You" meaning the GP?

20 Q. I mean were you personally involved
21 in the retention of B. Riley to serve as
22 restructuring advisor in connection with these
23 Chapter 11 cases?

24 A. I believe that everything that I am
25 doing is in my capacity as a part of the general

2 partner.

13:40

3 Q. Everything that you are doing in
4 connection with these Chapter 11 cases is in
5 your capacity as general partner, is that your
6 testimony?

13:40

13:40

13:40

13:40

7 A. I believe that to be the case, yes.

13:40

8 Q. Dr. Harrison, you are also the chair
9 of the board of directors of each of the
10 portfolio company debtors, is that correct?

13:40

13:40

13:40

11 A. Yes.

13:40

12 Q. Are you acting as chair of the board
13 of directors of the portfolio company debtors in
14 connection with these Chapter 11 cases?

13:40

13:40

13:40

15 A. The boards chose to file each of the
16 debtors that filed, and I have one vote.

13:41

13:41

17 Q. Did you recuse yourself from the
18 decision to file the portfolio company debtors?

13:41

13:41

19 A. I don't recall.

13:41

20 Q. You don't recall whether you recused
21 yourself from the --

13:41

13:41

22 A. No, I don't.

13:41

23 (Reporter seeks clarification.)

13:41

24 Q. -- you recused yourself from the
25 decision of each of the portfolio company

13:41

13:41

2 debtors to file Chapter 11? 13:41

3 A. I'm sorry, I do recall. I 13:41

4 apologize. 13:41

5 Yeah, I did not recuse myself. 13:41

6 Q. Did you recuse yourself from the 13:41

7 decision to file the fund for Chapter 11? 13:41

8 A. No. 13:41

9 Q. Did you recuse yourself from the 13:41

10 decision to file the GP for Chapter 11? 13:41

11 A. No. 13:41

12 Q. You participated in the decision to 13:41

13 file Chapter 11 on behalf of every one of 13:41

14 debtors in these cases, correct? 13:41

15 A. Correct. 13:41

16 Q. And you participated in the 13:42

17 retention of B. Riley to serve as restructuring 13:42

18 advisor for each of the debtors in these cases, 13:42

19 correct? 13:42

20 A. Correct. 13:42

21 Q. Dr. Harrison, I will hand you what 13:42

22 we will mark as Exhibit 4, and ask you if you 13:42

23 recognize it -- Exhibit 3. 13:42

24 (Exhibit 3, document, Bates stamped 13:42

25 ATPBK_00034992, marked for identification, 13:42

2	as of this date.)	13:42
3	Q. Exhibit 3 has a cover --	13:42
4	MS. TOMASCO: Can I have a --	13:42
5	MS. SELDEN: Apologies.	13:42
6	MS. TOMASCO: And if you could	13:43
7	refrain from throwing the exhibits at me,	13:43
8	I would appreciate it.	13:43
9	MS. SELDEN: That was my intentional	13:43
10	effort to reach it across the table,	13:43
11	Patti. I'm sorry.	13:43
12	THE WITNESS: I'd be happy to	13:43
13	assist.	13:43
14	MS. SELDEN: Unduly forceful.	13:43
15	Q. Dr. Harrison, you have in front of	13:43
16	you Exhibit 3, which has a cover email from	13:43
17	Perry Mandarino dated December 8, 2025.	13:43
18	Do you see that?	13:43
19	A. Yes.	13:43
20	Q. And attached to that is a draft	13:43
21	engagement letter addressed to you, correct?	13:43
22	A. Yes.	13:43
23	Q. You've seen this before?	13:43
24	A. I believe so.	13:43
25	MS. TOMASCO: This appears to be an	13:43

2 email between Mr. Mandarino and Elise
3 Melconian.

4 It's maybe an internal draft?

5 I don't know that this is addressed
6 to Dr. Harrison.

7 Q. My question is about the attached
8 engagement letter and whether Dr. Harrison has
9 seen it before.

10 But I would just ask you,
11 Dr. Harrison, to look at the page Bates numbered
12 ATPBK_34996, and you see it is a draft dated
13 December 6 addressed to Apple Tree Venture
14 Management and to you personally.

15 Do you see that?

16 A. I do.

17 Q. Does that refresh your recollection
18 that by December 6 of 2025, you were considering
19 engaging B. Riley as advisory -- to provide
20 advisory services to the debtors in these cases?

21 MS. TOMASCO: Objection, form.

22 A. So first off, I don't know that I
23 saw this draft because, as my counsel points
24 out, this is not an enclosure that was sent to
25 me.

2 I did review drafts of an engagement
3 letter from B. Riley, and I don't remember the
4 first date on which I reviewed such an
5 engagement letter.

6 Q. And looking at this draft dated
7 December 6, 2025, does that refresh your
8 recollection as to whether you had reviewed
9 drafts before then?

10 MS. TOMASCO: Objection, form.

11 A. No, it doesn't.

12 Q. You believe you may have first seen
13 a draft engagement letter from B. Riley after
14 December 6, 2025?

15 A. I don't know the date on which I
16 first saw a draft engagement letter from B.
17 Riley.

18 Q. Do you recall the date on which you
19 first discussed serving as a restructuring
20 advisor with Perry Mandarino?

21 A. No.

22 Q. Do you recall whether that was after
23 Thanksgiving?

24 A. Yes, it was after Thanksgiving.

25 Q. Do you recall whether that was after

2 the decision from the Court of Chancery was 13:46
3 issued? 13:46

4 A. No, I don't. 13:46

5 Q. Was the engagement of B. Riley fully 13:46
6 executed to your knowledge? 13:46

7 A. I believe it was. 13:46

8 You mean ever? Not on a given date? 13:46

9 Q. I mean ever. 13:46

10 A. Yes. Yeah, I believe so. 13:46

11 Q. Dr. Harrison, I'll represent to you 13:46
12 that the final version of the engagement letter 13:46
13 with B. Riley attached to its retention 13:46
14 application is dated December 9 but unsigned. 13:46

15 Do you recall continuing to discuss 13:46
16 terms of B. Riley's engagement after the 13:47
17 retention motion was submitted? 13:47

18 A. So I'm -- related to the 13:47
19 engagement -- related to the engagement letter, 13:47
20 I would need to see the executed copy. 13:47

21 And in answer to your second 13:47
22 question, I -- I'm not sure I understand the 13:47
23 question. 13:47

24 Q. Let me show you what we will mark as 13:47
25 Exhibit 4, which is an engagement letter from B. 13:47

2 Riley dated December 9, 2025, and it is Docket
3 No. 131-3, filed on January 8, 2026 in these
4 cases.

5 (Exhibit 4, engagement letter from
6 B. Riley, dated December 9, 2025, marked
7 for identification, as of this date.)

8 Q. Dr. Harrison, do you have Exhibit 4
9 in front of you?

10 A. Yes.

11 Q. And do you recognize that as a
12 December 9 engagement letter from B. Riley
13 addressed to you?

14 A. Yes.

15 Q. And do you see at the top where it
16 says, "Case 25-12177-LSS"?

17 A. Yes.

18 Q. And I'll represent to you that this
19 is the letter on the docket in this case
20 attached to B. Riley's retention application.

21 Could you turn to page 7 of that
22 letter, Dr. Harrison?

23 Do you see on page 7 of the
24 December 9 letter from B. Riley it is unsigned?

25 A. Yes.

2 Q. Do you recall ever signing this 13:49
3 engagement letter? 13:49

4 A. I don't recall specifically, but I 13:49
5 sign many things. 13:49

6 Q. Do you know whether Mr. Mandarino 13:49
7 ever signed this engagement letter? 13:49

8 A. No. 13:49

9 Q. Do you know whether the engagement 13:49
10 letter changed since it was submitted to the 13:49
11 Court on January 8, 2026? 13:49

12 A. I don't know. I doubt it would 13:49
13 have, but I don't know. 13:49

14 Q. Do you know whether there is, in 13:49
15 fact, a final countersigned version of the B. 13:49
16 Riley engagement letter? 13:49

17 A. I would think there is, but I don't 13:49
18 know. 13:49

19 There should be. 13:49

20 MS. SELDEN: We'd ask for any final 13:49
21 executed version of the B. Riley 13:49
22 engagement letter to be promptly 13:49
23 produced -- 13:49

24 MS. TOMASCO: Okay. 13:49

25 MS. SELDEN: -- including with a 13:49

2	redline against this December 9 letter.	13:49
3	MS. TOMASCO: Not okay.	13:50
4	Q. Dr. Harrison, you recalled that the	13:50
5	fund and the GP both filed for Chapter 11 on	13:50
6	December 9, correct?	13:50
7	A. I recall that, yes.	13:50
8	Q. Were you involved in the decision to	13:50
9	file the fund and the GP on December 9?	13:50
10	A. Yes.	13:50
11	Q. Was it your decision to file the	13:50
12	fund and the GP for Chapter 11 on December 9?	13:50
13	MS. TOMASCO: Objection, form.	13:50
14	A. It was the GP's decision.	13:50
15	Q. Were you the individual who acted on	13:51
16	behalf of the GP in making that decision?	13:51
17	MS. TOMASCO: Objection, form.	13:51
18	A. Yes.	13:51
19	Q. Was there anybody other than you who	13:51
20	acted on behalf of the GP in making the decision	13:51
21	to file the fund and the GP for Chapter 11?	13:51
22	MS. TOMASCO: Objection, form.	13:51
23	A. I don't believe so.	13:51
24	Q. Might there have been?	13:51
25	MS. TOMASCO: Objection, form.	13:51

2 A. I believe I was the only one in
3 authority at that time to make that decision.

4 So if that is what you are asking,
5 yes, I made that decision in my authority as
6 managing member of the GP.

7 Q. You understood that you were the
8 individual at the GP with decision-making
9 authority to decide whether to file the fund and
10 the GP for Chapter 11, correct?

11 A. That was my understanding.

12 Q. Is that your understanding now?

13 A. My understanding from when we filed
14 until now hasn't changed on that point.

15 Q. When did you reach the final
16 decision to file the GP and the fund for
17 bankruptcy?

18 A. I don't recall.

19 Q. Was it prior to December 9, 2025?

20 A. I don't recall the exact date on
21 which I reached that decision.

22 Q. Do you recall how soon after you
23 reached that decision the Chapter 11 cases were
24 filed?

25 A. No, I don't.

2 Q. Do you recall whether you reached 13:53
3 the decision the day before the filing? 13:53

4 MS. TOMASCO: Objection, form, asked 13:53
5 and answered. 13:53

6 A. No, I don't recall the exact date. 13:53

7 Q. It is a pretty significant decision 13:53
8 to file the fund and the GP for Chapter 11, 13:53
9 would you agree with that? 13:53

10 MS. TOMASCO: Objection, form. 13:53

11 A. Yes, I would agree with that. 13:53

12 Q. Did you give it some thought? 13:53

13 A. Yes, I did. 13:53

14 Q. After you reached the decision to 13:53
15 file the fund and the GP for Chapter 11, did you 13:53
16 let some time pass before that filing was made? 13:53

17 MS. TOMASCO: Objection, form. 13:53

18 A. Yes. 13:53

19 Q. You have no sense of how much time 13:53
20 passed between when you reached that decision 13:53
21 and when the Chapter 11 cases were filed? 13:53

22 MS. TOMASCO: Objection, form, asked 13:53
23 and answered. 13:53

24 A. I don't know exactly how much time. 13:53
25 It was after the Chancery Court decision, and I 13:54

2 don't recall exactly when the decision to file
3 locked into place and then subsequent to that
4 exactly when the filings took place.

5 Q. Do you recall that the Chancery
6 Court decision was issued on Friday December 5?

7 A. I do.

8 Q. Did you reach a decision to file the
9 fund and the GP for Chapter 11 over the weekend?

10 MS. TOMASCO: Objection, form, asked
11 and answered.

12 A. I don't remember exactly when.

13 Q. Did you consider whether filing
14 Chapter 11 was in the best interests of the
15 fund?

16 A. Yes.

17 Q. Did you consider whether filing
18 Chapter 11 was in the best interests of the
19 limited partners of the fund?

20 A. I considered that filing Chapter 11
21 for the entities filed was in the best interest
22 of all of the partners in the fund.

23 Q. When you weighed whether or not to
24 file Chapter 11 for the fund, you understood
25 that you were making that decision on behalf of

2 all of the limited partners in the fund?

13:55

3 MS. TOMASCO: Objection, form, calls
4 for a legal conclusion.

13:55

13:55

5 THE WITNESS: But you want me to
6 answer?

13:55

13:55

7 MS. TOMASCO: It's -- you can answer
8 to the best of your understanding without
9 being a lawyer.

13:55

13:55

13:55

10 A. My lay answer is that filing
11 Chapter 11, as we did, I felt and understood and
12 decided it was in the best interest of the fund
13 and all of its constituents, including the
14 portfolio companies, all the limited partners.

13:55

13:55

13:55

13:55

13:55

15 Q. Dr. Harrison, as the managing
16 director of the general partner of the fund,
17 what, if anything, did you do to assess the
18 financial position of the fund prior to filing
19 Chapter 11?

13:56

13:56

13:56

13:56

13:56

20 A. I knew the financial position of the
21 fund then.

13:56

13:56

22 Q. What did you understand the
23 financial position of the fund to be as of
24 December 6, 2025?

13:56

13:56

13:56

25 A. Dire.

13:56

2 Q. What was your basis for that
3 understanding?

4 A. That we had over \$350 million in
5 commitments and a maximum of 125 million of
6 inflows with a certainty based upon its behavior
7 that Rigmora would not fund, and also, even if
8 they did fund, they would not wish to contribute
9 more without some kind of battle royale, and
10 there was no way that even 125 million would
11 meet the obligations of the fund.

12 We were illiquid, and of all the
13 options that I as a general -- as managing --
14 the managing member of the general partner had
15 in order to protect the interests of all the
16 parties involved, based upon advice of counsel
17 and knowing that financial condition and all of
18 those factors, that's what coalesced to form my
19 decision.

20 Q. When you refer to \$125 million in
21 inflows, you are referring to the remaining
22 contingent subscriptions of the Rigmora LPs, is
23 that correct?

24 A. As reflected in the decision of
25 Chancellor McCormick, yes.

2 Q. And when you refer to \$350 million 13:58
3 in commitments, what are you referring to? 13:58

4 A. The portfolio company budgets of 13:58
5 approximately 225 million or 220 -- somewhere in 13:58
6 that range, as we know, and then ongoing fees 13:58
7 and fund expenses contracted via provisions 13:58
8 within the LPA through February of 2031. 13:59

9 I mean, it's an estimate, but it's 13:59
10 certainly far exceeds 125 million. 13:59

11 Q. Of the \$350 million in fund 13:59
12 commitments that you referred to, approximately 13:59
13 130 million of that is the fees and fund 13:59
14 expenses through February of 2031, is that 13:59
15 correct? 13:59

16 A. Yeah. There was 5 or 6 years of 13:59
17 ATLS fees at roughly 18 million a year. There 13:59
18 was a similar amount of ATM fees at 3 million a 13:59
19 year. And then there was some fund costs that 14:00
20 in normal times were, I don't know, a few 14:00
21 million a year in any fund. 14:00

22 And you add them all up and you got 14:00
23 to some number like that, it was -- we were 14:00
24 already far -- the 220 to 225 million -- I'm 14:00
25 sorry, I don't know the exact number -- of 14:00

2 existing budgets far exceeded the 125 million.

14:00

3 When you added those contracted
4 fund-related expenses, it was just building the
5 liability higher.

14:00

14:00

14:00

6 Q. When you refer to \$220 million in
7 commitments to portfolio companies, you are
8 referring to commitments made by the fund to
9 portfolio companies via their Series A stock
10 purchase agreements?

14:00

14:00

14:00

14:00

14:00

11 A. No, I'm --

14:00

12 MS. TOMASCO: Objection, form.

14:00

13 A. Sorry, I'm referring to the signed
14 budgets from Rigmora that underpins our having
15 entered into those Series A contracts.

14:01

14:01

14:01

16 So the -- those budgets were
17 defaulted on, and our cash situation was
18 dwindling, and we had those Series A commitments
19 plus the fund cots as described.

14:01

14:01

14:01

14:01

20 Q. When you refer to \$220 million or so
21 in fund commitments, you are referring to
22 \$220 million in budgets approved by Rigmora, is
23 that correct?

14:01

14:01

14:01

14:01

24 MS. TOMASCO: Objection, form.

14:01

25 Sorry.

14:01

2 A. The approximate number I believe was
3 221 million at that time, I believe.

4 So I'm referring to those, yes.

5 Q. And the source of that
6 221 million-dollar number is the budgets
7 approved by Rigmora, is that correct?

8 A. The total of budgets approved for
9 portfolio companies at that time sum to
10 approximately 221 million.

11 Q. Is it your view that the fund had in
12 turn committed a total of \$221 million to its
13 portfolio companies via their Series A stock
14 purchase agreements?

15 A. There should have been a one-for-one
16 match. We did not make Series A commitments
17 without a budget commitment in the same amount.

18 Q. You say there should have been.

19 A. Yes. I didn't sit there and tally
20 it, but the practice was to never make a Series
21 A commitment until we had a signed budget for
22 whatever we were doing.

23 Q. So if there were \$221 million in
24 commitment from the fund to the portfolio
25 companies, that would have been memorialized in

2 the Series A stock purchase agreements, is that
3 correct?

4 MS. TOMASCO: Objection, form.

5 A. It should have been, yes.

6 Q. The SPAs are the place that you
7 would look to to find the extent of the fund's
8 commitments to its portfolios, is that correct?

9 MS. TOMASCO: Objection, form.

10 A. Yes.

11 Q. Dr. Harrison, what, if anything, did
12 you do to determine how much of the \$350 million
13 in commitments you just referenced would come
14 due to the fund in 2026?

15 MS. TOMASCO: Objection, form.

16 A. I don't understand the question.
17 What do you mean "come due to the fund"?

18 Q. Let me put it a different way.

19 Dr. Harrison, prior to filing
20 Chapter 11, what, if anything, did you do to
21 assess the fund's obligations, if any, in the
22 first two quarters of 2026?

23 A. The obligations to the portfolio
24 companies had already been breached. We were
25 not supporting them according to the Series A

2 funding agreements because of the Rigmora LPs'
3 repudiations of the limited partnership
4 agreement and defaults.

5 Everyone was cooperating to try to
6 maintain some form of operation as best as we
7 could on incredibly limited resources.

8 If one determined what was due at a
9 given time, we were well overdue.

10 Q. Dr. Harrison, is that your
11 testimony, that the \$221 million in commitments
12 to the portfolio companies that you referenced
13 was due and owing as of December 9, 2025?

14 MS. TOMASCO: Objection, form.

15 A. I don't believe it would have been
16 the entire amount, but as has been well
17 established, I believe, in Chancery Court, we
18 had slowed down the pace of funding causing
19 companies to not achieve milestones that they
20 otherwise would have, and we were -- we had
21 conducted reductions in force across the
22 portfolio to manage the burn rate.

23 So it's really hard to match what
24 became our situation when we filed to what the
25 original stock purchase agreements contemplated.

2 That doesn't change the validity of 14:06
3 the stock purchase agreement as a commitment. 14:06
4 What it speaks to is the forbearance of the 14:06
5 various companies. 14:06

6 Q. Dr. Harrison, what, if anything, did 14:06
7 you do prior to filing the fund for Chapter 11 14:06
8 to determine how much of that \$221 million in 14:06
9 commitments you believe the fund had made to its 14:07
10 portfolio companies was coming due in 2026? 14:07

11 MS. TOMASCO: Objection, form. 14:07

12 A. I think I already answered the 14:07
13 question. It wasn't a consideration because we 14:07
14 were so far out of sync due to the Rigmora LPs' 14:07
15 defaults and repudiations. 14:07

16 Q. Sitting here today, can you give me 14:07
17 a number that you believe the fund owes to its 14:07
18 portfolio companies in 2026? 14:07

19 MS. TOMASCO: Objection, form. 14:07

20 A. No, I cannot give you a number, and 14:07
21 as I said, I didn't think of it in those -- in 14:07
22 the way that you're framing it. 14:07

23 Q. Dr. Harrison, prior to filing the 14:07
24 fund for Chapter 11, what, if anything, did you 14:07
25 do to familiarize yourself with any legal duties 14:07

2 that the general partner had to the limited
3 partners in connection with the bankruptcy
4 filing?

5 MS. TOMASCO: Objection, it calls
6 for advice of counsel.

7 If you can answer without --

8 Q. To be clear, I am asking for process
9 only. I'm not asking for the substance of any
10 advice sought or any questions asked. I'm just
11 asking as a matter of process, Dr. Harrison,
12 what, if anything, you did to familiarize
13 yourself with any legal duties that the general
14 partner has to the limited partners in
15 connection with the bankruptcy filing.

16 MS. TOMASCO: That question
17 inherently asks for attorney-client
18 communications.

19 You can ask for his understanding.
20 If he can give it without revealing the
21 content of any attorney-client
22 communication, he can answer.

23 MS. SELDEN: I'm going to be real
24 clear, I'm not asking Dr. Harrison to
25 reveal the substance of any requests for

2 advice or any advice provided by counsel. 14:08

3 MS. TOMASCO: If you can answer 14:08
4 without providing -- without referring to 14:08
5 advice of counsel, you can answer the 14:08
6 question. 14:08

7 A. I believe the answer to your 14:08
8 question was that I sought advice of counsel. 14:08

9 Q. Did you seek the advice of Cayman 14:08
10 counsel? 14:09

11 MS. TOMASCO: If you can -- but, 14:09
12 again, you're asking if he consulted -- 14:09
13 let's just change it to my hypothetical, 14:09
14 did you seek the advice of Cayman counsel 14:09
15 as to how to get away with murder? 14:09
16 That's -- inherently in that question 14:09
17 you're asking the content of an 14:09
18 attorney-client communication. 14:09

19 You can ask him -- I don't know how 14:09
20 to get you to the answer that you want 14:09
21 without violating attorney-client 14:09
22 privilege. 14:09

23 Q. The answer I want is yes or no, did 14:09
24 you consult with Cayman counsel prior to filing 14:09
25 the fund for Chapter 11? 14:09

2	MS. TOMASCO: On any subject.	14:09
3	On any subject? Is that your	14:09
4	question?	14:09
5	Q. Let's start with just the question	14:09
6	that I asked.	14:09
7	MS. TOMASCO: The -- I think the	14:09
8	question would be have you consulted with	14:09
9	Cayman counsel generally.	14:09
10	I think the answer is yes. We have	14:09
11	a retention application on file with --	14:09
12	MS. SELDEN: Ms. Tomasco, are you	14:09
13	the witness or is Dr. Harrison the	14:09
14	witness?	14:10
15	MS. TOMASCO: No, I'm trying to get	14:10
16	you to the answer that you want without	14:10
17	violating attorney-client privilege.	14:10
18	MS. SELDEN: I want a yes-or-no	14:10
19	answer from Dr. Harrison.	14:10
20	MS. TOMASCO: And I'm instructing	14:10
21	him not to answer it.	14:10
22	Q. Then I'll ask the question again.	14:10
23	Dr. Harrison, prior to filing the	14:10
24	fund for Chapter 11, did you consult with Cayman	14:10
25	counsel on any matters relevant to that filing?	14:10

2 Yes or no? 14:10

3 MS. TOMASCO: No. I'm going to 14:10
4 instruct the witness not to answer. 14:10

5 You are asking whether or not he 14:10
6 talked to Cayman counsel about the 14:10
7 decision to file Chapter 11. And that 14:10
8 inherently asks for the contents of an 14:10
9 attorney-client communication. 14:10

10 MS. SELDEN: Look, I just think 14:10
11 that's wrong as a matter of privilege law, 14:10
12 but if you are going to instruct him not 14:10
13 to answer, we will move on. 14:10

14 MS. TOMASCO: I am. 14:10

15 Q. Dr. Harrison, as the managing 14:10
16 director of the general partner of the fund, 14:10
17 what, if anything, have you done to ascertain 14:10
18 whether the general partner can act for the fund 14:11
19 in Chapter 11? 14:11

20 MS. TOMASCO: I'm going to instruct 14:11
21 the witness to answer to the extent that 14:11
22 the answer does not reveal the content of 14:11
23 any attorney-client communications. 14:11

24 A. It's the same answer, I sought the 14:11
25 advice of counsel. 14:11

2 Q. Cayman counsel? 14:11

3 MS. TOMASCO: Objection, same 14:11
4 objection. 14:11

5 Instruct the witness not to answer. 14:11

6 MS. SELDEN: Ms. Tomasco, you are 14:11
7 familiar with the rule that if you are 14:11
8 asserting privilege over a communication, 14:11
9 you identify the name of the lawyer and 14:11
10 the law firm from whom that advice is 14:11
11 sought. 14:11

12 Are you instructing your witness not 14:11
13 to disclose to me the name of the law firm 14:11
14 from whom he sought the privileged advice? 14:11

15 MS. TOMASCO: Yes. 14:11

16 MS. SELDEN: Are you instructing 14:11
17 your witness not to answer to disclose the 14:11
18 name of the lawyers from whom he has 14:11
19 sought privileged advice? 14:11

20 MS. TOMASCO: He can reveal the name 14:11
21 of the lawyers from whom -- with whom he 14:11
22 has consulted but not the contents of 14:11
23 those communications. 14:12

24 MS. SELDEN: And not the name of the 14:12
25 law firm? 14:12

2 MS. TOMASCO: He can give the name 14:12
3 of the law firm. 14:12

4 Q. Dr. Harrison, can you tell me the 14:12
5 names of any law firm with whom you consulted -- 14:12

6 MS. TOMASCO: Period. You can 14:12
7 answer that question. 14:12

8 MS. SELDEN: Ms. Tomasco, let me ask 14:12
9 the question, and if you are going to 14:12
10 instruct him not to answer, go right 14:12
11 ahead. 14:12

12 Q. But, Dr. Harrison, as the managing 14:12
13 director of the general partner of the fund, did 14:12
14 you consult -- let me make this as easy as I can 14:12
15 for you. 14:12

16 Dr. Harrison, as managing director 14:12
17 of the general partner of the fund, can you tell 14:12
18 me the name of any Cayman law firm with which 14:12
19 you consulted prior to filing the fund for 14:12
20 Chapter 11? 14:12

21 MS. TOMASCO: You can answer that 14:12
22 question. 14:13

23 A. Walkers. 14:13

24 Q. Anyone other than Walkers? 14:13

25 A. I don't recall. There may have been 14:13

2 one other firm. Ogier, O-G-I-E-R. Walkers and
3 Ogier.

4 Q. Did you engage Ogier to represent
5 the fund at any point?

6 A. I don't --

7 MS. TOMASCO: You can answer that
8 question.

9 A. I don't believe so. I believe --
10 my -- I'm sorry, I don't know exactly how Ogier
11 was engaged at that time.

12 We can certainly get that
13 information for you.

14 Q. Do you know whether you engaged
15 Ogier to represent any one of the other debtors
16 in connection with these cases?

17 A. I don't know.

18 Q. Do you know whether you considered
19 engaging Ogier as conflicts counsel to advise
20 you in cases or on issues where Walkers had a
21 conflict?

22 A. No, I don't know the answer to that
23 question.

24 MS. TOMASCO: We have been going
25 about an hour and ten minutes. Is it okay

2	if we take a short break?	14:14
3	MS. SELDEN: Sure.	14:14
4	THE VIDEOGRAPHER: Okay. We are off	14:14
5	the record at 2:13 p.m.	14:14
6	(Recess.)	14:14
7	THE VIDEOGRAPHER: We are on the	14:27
8	record at 2:26 p.m.	14:27
9	BY MS. SELDEN:	14:27
10	Q. Dr. Harrison, do you recall as part	14:27
11	of filing the fund and the GP for Chapter 11,	14:27
12	you reviewed certain materials?	14:27
13	MS. TOMASCO: Objection, form.	14:28
14	A. Yes, I reviewed certain materials.	14:28
15	Q. Let's mark as Exhibit 5 debtors'	14:28
16	supplemental responses and objections to the	14:28
17	second set of requests for production and	14:28
18	interrogatories dated February 16, 2026.	14:28
19	(Exhibit 5, debtors' supplemental	14:28
20	responses and objections to the second set	14:28
21	of requests for production and	14:28
22	interrogatories, dated February 16, 2026,	14:28
23	marked for identification, as of this	14:28
24	date.)	14:28
25	Q. Dr. Harrison, in Exhibit 5, do you	14:28

2 see on the second page, there is an 14:28
3 Interrogatory No. 8 that states, "Identify all 14:29
4 the materials presented by or on behalf of the 14:29
5 general partners' management and its advisors 14:29
6 that Dr. Set Harrison received in connection 14:29
7 with the written resolutions of the general 14:29
8 partner dated December 9, 2025 and exhibited to 14:29
9 the fund-level debtors' Chapter 11 positions 14:29
10 resolving to file the fund and the GP for 14:29
11 Chapter 11 bankruptcy"? 14:29

12 A. I see that, yes. 14:29

13 Q. And if you turn to page 3 of 14:29
14 Exhibit 5, the interrogatory responses, you see 14:29
15 the documents listed by Bates number in a chart, 14:29
16 correct? 14:29

17 A. Yes, I see the chart. 14:29

18 Q. And let's mark as Exhibit 6 a 14:29
19 demonstrative that has that same chart of Bates 14:29
20 numbers with dates and file names, and I will 14:29
21 ask you to take a look at that. 14:30

22 (Exhibit 6, demonstrative exhibit, 13:13
23 marked for identification, as of this 13:13
24 date.) 13:13

25 Q. Dr. Harrison, I will represent to 14:30

2 you the Bates numbers on Exhibit 6 are the same 14:30
3 Bates numbers identified in response to 14:30
4 Interrogatory No. 8 in Exhibit 5 but that we 14:30
5 have provided next to the Bates numbers the date 14:30
6 of the document and the file name. 14:30

7 Do you see that? 14:30

8 A. I see that, yes. 14:30

9 Q. And for ease of review, I've listed 14:30
10 the file names and the dates next to those Bates 14:30
11 numbers so that I can ask you this question, 14:30
12 which is looking at Exhibit 6, are those the 14:30
13 documents that you reviewed prior to deciding to 14:30
14 file the fund for Chapter 11? 14:31

15 A. I believe so, yes. 14:31

16 Q. Do you recall reviewing any 14:31
17 documents that aren't on this list? 14:31

18 A. I don't recall. 14:31

19 Q. You didn't review a current balance 14:31
20 sheet for the fund prior to filing it for 14:31
21 Chapter 11? 14:31

22 MS. TOMASCO: Objection, form. 14:31

23 A. I don't know per se if I reviewed a 14:31
24 current balance sheet of the fund, but I 14:31
25 certainly knew how -- what the fund's balance 14:31

2 sheet looked like, just like I knew what its
3 cash flows looked like.

4 Q. And did you review a balance sheet
5 in connection with your decision to file the
6 fund for Chapter 11?

7 MS. TOMASCO: Objection, form.

8 A. Yes.

9 Q. Did you review a balance sheet for
10 the fund dated as of November 2025 before
11 deciding to file the fund for Chapter 11?

12 A. I don't recall the exact date. It
13 would have been contemporaneous or -- I mean,
14 the balance sheet is comprised of the assets of
15 the fund and the liabilities of the fund, and
16 apart from write downs due to the Rigmora
17 defaults and the lack of cash into companies to
18 maintain their value at prior levels prior to
19 the defaults and their repudiations of the
20 limited partnership contract, which they had
21 signed --

22 (Reporter seeks clarification.)

23 A. Limited partnership agreement, it is
24 a contract that a limited partner is responsible
25 to honor, and on which a lot of people's lives

2 depend, and in this case, the Chancery Court 14:32
3 made a decision that certain limited partners 14:32
4 had breached that contract, and that's why we 14:33
5 are here. 14:33

6 MS. SELDEN: I'm going to move to 14:33
7 strike that as nonresponsive. 14:33

8 Q. But, Dr. Harrison, let me just ask 14:33
9 you the following question. 14:33

10 As of December 2025, did there exist 14:33
11 a balance sheet for the fund? 14:33

12 A. The balance sheet that you are 14:33
13 referring to would have been that which would be 14:33
14 included in each quarterly digest, and the most 14:33
15 recent one at that time would have been third 14:33
16 quarter digest. 14:34

17 Q. So there was a balance sheet for the 14:34
18 fund in the third quarter digest that you 14:34
19 reviewed prior to filing the fund for 14:34
20 Chapter 11, is that correct? 14:34

21 A. Yes. 14:34

22 Q. Did you review any income statement 14:34
23 for the fund prior to filing for Chapter 11? 14:34

24 A. Most likely but my focus is on the 14:34
25 cash flow. 14:34

2 Q. Do you recall whether or not you 14:34
3 reviewed an income statement for the fund prior 14:34
4 to filing for Chapter 11? 14:34

5 Q. I -- I -- 14:34

6 MS. TOMASCO: Objection, form. 14:34

7 Sorry. 14:34

8 A. I don't recall specifically. 14:34

9 As I said, my focus is on the 14:34
10 resources that the fund can use to fulfill its 14:34
11 contractual obligations. 14:35

12 Q. Dr. Harrison, as of December 2025, 14:35
13 did there exist an income statement for the 14:35
14 fund? 14:35

15 A. Yes. 14:35

16 Q. In what form is that income 14:35
17 statement maintained? 14:35

18 A. It would be maintained as part of 14:35
19 the audited financials as updated from time to 14:35
20 time. 14:35

21 Q. Did you review the audited 14:35
22 financials for the fund prior to filing for 14:35
23 Chapter 11? 14:35

24 A. Yes. 14:35

25 Q. Did you review the audited 14:35

2 financials for the fund for the year ending 14:35
3 December 31, 2024? 14:36

4 A. Those would have been the audited 14:36
5 financials that we had. 14:36

6 Q. That was the latest date for which 14:36
7 the fund had audited financials prior to its 14:36
8 December Chapter 11 filing, is that correct? 14:36

9 A. Yes. That's because audits take 14:36
10 place once a year. 14:36

11 Q. You didn't review any income 14:36
12 statement for the fund postdating that audited 14:36
13 financial statement, correct? 14:36

14 A. I don't recall if I reviewed an 14:36
15 income statement per se. 14:36

16 I reviewed what I needed to to 14:36
17 understand the cash flow situation, which meant 14:36
18 that we were illiquid. 14:36

19 Q. What documentation do you maintain 14:36
20 at the fund level that reflects the fund's cash 14:36
21 position? 14:36

22 A. Many different forms of the 14:36
23 document -- documentation. 14:36

24 But when I need to understand the 14:36
25 fund's cash position, I ask someone in finance 14:36

2 what is our cash position, in which accounts, 14:37
3 what's the total, many questions like that, and 14:37
4 I get answers. 14:37

5 Q. Did you ask someone in finance those 14:37
6 questions prior to filing the fund for 14:37
7 Chapter 11? 14:37

8 A. Yes. 14:37

9 Q. Who was that? 14:37

10 A. Well, you'll recall, due to the 14:37
11 Rigmora defaults, our CFO had resigned. So we 14:37
12 were left with a skeleton team of two 14:37
13 individuals who maintained the accounts along 14:37
14 with Joe Yanchik, who I'm sure you recall, and 14:37
15 they were -- when I had a question about 14:37
16 numbers, I would direct it to them and get an 14:37
17 answer. Sometimes Dan Finkelman, our general 14:38
18 counsel, was involved. 14:38

19 Q. Dr. Harrison, I'm asking you a very 14:38
20 narrow question. 14:38

21 What are the names of those two 14:38
22 individuals who you asked to provide you with 14:38
23 the fund's cash position prior to filing for 14:38
24 Chapter 11? 14:38

25 A. Two out of the number who I may have 14:38

2 asked? 14:38

3 I didn't ask two individuals. 14:38

4 Q. Dr. Harrison, can you please tell me 14:38

5 the names of the individuals who you asked for 14:38

6 the fund's cash position prior to filing for 14:38

7 Chapter 11? 14:38

8 A. Yeah. I would naturally have asked 14:38

9 the people in our -- remaining in our finance 14:38

10 group, who are Jonathan Ravski and Sarah -- good 14:38

11 lord, her last name escapes me -- and Joe 14:38

12 Yanchik and Dan Finkelman. 14:38

13 Q. And did they provide you in writing 14:38

14 information related to the fund's cash position 14:38

15 prior to filing Chapter 11? 14:38

16 A. It was kind of a known number. We 14:38

17 were tracking it very carefully. I'm sure there 14:39

18 are writings and discussions and we knew how 14:39

19 much cash we had. 14:39

20 It wasn't very much. 14:39

21 Q. Dr. Harrison, again, my question is 14:39

22 simple. 14:39

23 Did the four individuals that you 14:39

24 have named, Mr. Yanchik, Mr. Finkelman, 14:39

25 Mr. Ravski and Sarah, provide you with written 14:39

2 information regarding the fund's cash position 14:39
3 that informed your decision to file the fund for 14:39
4 Chapter 11. 14:39

5 A. They may have from time to time. 14:39

6 Q. Did they provide you with 14:39
7 information regarding the fund's cash position 14:39
8 between Thanksgiving 2025 and December 9, 2025? 14:39

9 A. I don't recall if they specifically 14:39
10 provided that information in that date range. 14:39

11 Q. Do you recall asking for information 14:39
12 regarding the fund's cash position in the week 14:40
13 prior to filing it for bankruptcy? 14:40

14 A. I do not specifically recall, no. 14:40

15 Q. Did you review an estimate of 14:40
16 liabilities and claims at the fund level before 14:40
17 filing the fund for Chapter 11? 14:40

18 A. Yes. 14:40

19 Q. Did you review any draft first day 14:40
20 motions before filing? 14:40

21 A. Yes. 14:40

22 MS. TOMASCO: Objection. 14:40

23 Any draft pleadings would have been 14:40
24 attorney-client communication. 14:40

25 And so I instruct the witness not to 14:40

2 answer. 14:40

3 MS. SELDEN: Ms. Tomasco, again, I 14:40

4 am asking a yes/no question, did you 14:40

5 review it? 14:40

6 I am not asking for the substance of 14:40

7 the draft or Dr. Harrison's views on it. 14:40

8 Q. Dr. Harrison, did you review an 14:40

9 analysis of the potential business impacts of 14:40

10 Chapter 11 before filing the fund? 14:40

11 MS. TOMASCO: You can answer. 14:40

12 A. What do you mean by "analysis"? 14:40

13 Q. Did you review in any form any 14:40

14 analysis of the potential business impacts a 14:41

15 Chapter 11 filing might have on the fund? 14:41

16 A. You're asking was there a specific 14:41

17 report entitled "Business Impacts"? No. 14:41

18 Q. Did you ask any member of the ATP 14:41

19 team to undertake any analysis of the potential 14:41

20 business impacts on the fund of a Chapter 11 14:41

21 filing? 14:41

22 MS. TOMASCO: Objection, form. 14:41

23 A. Business impacts on the fund? I 14:41

24 honestly don't know what you mean. 14:41

25 What do you mean "business impacts"? 14:41

2 Q. Did you consider whether filing the 14:41
3 fund for Chapter 11 might have an impact on the 14:41
4 business of the fund? 14:41

5 MS. TOMASCO: Objection, form. 14:41

6 A. My decision to file for Chapter 11 14:41
7 was based upon due consideration, and all of 14:41
8 that led to the conclusion that it was in the 14:42
9 best interests of all of the parties involved in 14:42
10 the fund to preserve and protect and maximize 14:42
11 the value of the assets of the fund to file for 14:42
12 Chapter 11. 14:42

13 But there was no specific report of 14:42
14 the type -- of the type you may be referring to. 14:42

15 Q. You have previously expressed the 14:42
16 opinion that filing for Chapter 11 is value 14:42
17 destructive. 14:42

18 Do you recall that? 14:42

19 MS. TOMASCO: Objection, form. 14:42

20 A. I don't recall exactly what you're 14:42
21 referring to. 14:42

22 But I would also note that context 14:42
23 is incredibly important when citing a comment 14:42
24 that someone makes. So I would like to 14:43
25 understand what exactly you mean. 14:43

2 Q. Had you held a view prior to 14:43
3 December of 2025 that Chapter 11 could be 14:43
4 potentially value destructive for companies that 14:43
5 file? 14:43

6 MS. TOMASCO: Objection, form. 14:43

7 A. That's too -- that question is a 14:43
8 specific -- I don't know how to answer it. 14:43

9 Q. Did you consult any public relations 14:43
10 firm regarding messaging on behalf of the fund 14:43
11 or the GP before filing for Chapter 11? 14:43

12 A. I don't know. I don't believe so. 14:43

13 Q. Did you consider any non-bankruptcy 14:43
14 alternatives to Chapter 11 between Thanksgiving 14:43
15 of 2025 and December 9? 14:43

16 MS. TOMASCO: I'll instruct the 14:44
17 witness that he can answer to the extent 14:44
18 he does not reveal conversations with 14:44
19 counsel or their contents. 14:44

20 A. Then I can't answer. 14:44

21 Q. It is a yes/no question. Yes, I 14:44
22 considered it or no, I didn't. 14:44

23 MS. TOMASCO: I disagree. 14:44

24 A. I'm following my counsel's -- 14:44

25 MS. TOMASCO: If the only source of 14:44

2 his information is communications with 14:44
3 counsel, then he can't answer that 14:44
4 question. 14:44

5 Q. Dr. Harrison, you are not a lawyer, 14:44
6 are you? 14:44

7 A. I am not a lawyer. 14:44

8 Q. Dr. Harrison, you serve in a 14:44
9 business function as the general partner for the 14:44
10 fund, correct? 14:44

11 A. I am the managing general partner of 14:44
12 the fund. 14:44

13 Q. And wearing your hat as the managing 14:44
14 general partner of the fund, did you consider 14:44
15 any alternatives to filing the fund for 14:44
16 Chapter 11? 14:44

17 MS. TOMASCO: Again, if the source 14:44
18 of his consideration was conversations 14:44
19 with counsel, he cannot answer. 14:44

20 But if he has a source other than 14:44
21 conversations with counsel, he can answer. 14:45

22 A. I can't answer that. 14:45

23 Q. Dr. Harrison, you have no thoughts 14:45
24 about what is in the best interests of the fund 14:45
25 that are not put there by your lawyers? 14:45

2 MS. TOMASCO: Objection. That's
3 argumentative, abusive. 14:45

4 And I instruct the witness not to
5 answer. 14:45

6 You can ask a different question. 14:45

7 A. I would agree, that's a bit of a
8 demeaning question. 14:45

9 Q. I don't mean it to be demeaning. I
10 honestly want to know -- 14:45

11 A. But I'm telling you how I received
12 it. 14:45

13 Q. -- whether you in your -- I believe
14 that you have business judgment separate and
15 apart from your advisors at Quinn and at
16 Walkers. 14:45

17 A. Thank you. 14:45

18 Q. I believe that you have the capacity
19 and the duty as the managing director of the
20 general partner to think about what's in the
21 best interests of the fund. 14:45

22 Do you agree with that? 14:45

23 A. Absolutely. 14:45

24 Q. And did you do that prior to filing
25 for Chapter 11 including by considering 14:45

2 alternatives to Chapter 11? 14:45

3 A. So I will answer the question as 14:45

4 best as I can. 14:45

5 My duty in my capacity as managing 14:45

6 general partner of the fund is to take legal 14:46

7 counsel when contemplating legal process because 14:46

8 I'm not a lawyer, and that is certainly what I 14:46

9 did. 14:46

10 Q. And did you consider anything other 14:46

11 than Chapter 11? 14:46

12 A. If you mean "consider" in a serious 14:46

13 business like strategic way, no. Because in my 14:46

14 judgment -- which I appreciate you validating -- 14:46

15 all other roads were closed. 14:46

16 Q. Dr. Harrison, you filed for 14:46

17 Chapter 11 on behalf of the fund because you 14:46

18 believed that the Rigmora LPs would not meet 14:47

19 their obligation to pay the capital calls as 14:47

20 ordered by Chancellor McCormick, is that 14:47

21 correct? 14:47

22 MS. TOMASCO: You can answer that 14:47

23 question. 14:47

24 A. In my capacity as managing general 14:47

25 partner, I considered many factors in making the 14:47

2 decision to file -- you're asking about the fund
3 only? -- to file the fund in Chapter 11, one of
4 which was my judgment based upon behavior and
5 action and statements that the Rigmora LPs were
6 highly unlikely to fund.

7 But that was one factor among many,
8 and I do believe that I more or less described
9 them earlier, what those factors were.

10 Q. Dr. Harrison, were you aware that
11 debtors state in their opposition to the Rigmora
12 LPs' motion to dismiss the fund's bankruptcy
13 case, that they filed these cases because of the
14 implementation of the Delaware Chancery Court
15 judgment was at great risk?

16 A. Yes.

17 Q. Do agree with that statement?

18 A. Yes.

19 As I said, it was one factor in our
20 decision matrix.

21 Q. What were the other factors?

22 A. As I said before, even had the
23 Rigmora LPs made good on the Chancellor's order,
24 that was six months of capital for the
25 companies, after which there was very little

2 left based upon Chancellor McCormick's decision. 14:49

3 I also judged, using my business 14:49
4 judgment, that the Rigmora LPs were not going to 14:49
5 make further capital contributions of any kind. 14:49

6 I also judged, based upon my 14:49
7 business judgment, that the fund's contractual 14:49
8 obligations far exceeded whatever number one 14:49
9 could imagine the Rigmora LPs making up, up to 14:49
10 125 million. 14:49

11 So those were very important factors 14:49
12 leading me to conclude in my capacity as 14:49
13 managing general partner and using my business 14:49
14 judgment that Chapter 11 represented a course 14:49
15 where there would be the ability to restructure 14:50
16 the fund so that the portfolio companies could 14:50
17 go on, be properly funded, and the various 14:50
18 stakeholders within the fund could be fairly 14:50
19 paid out. 14:50

20 Q. Dr. Harrison, when you refer to the 14:50
21 fund's contractual obligations, you are 14:50
22 referring to the fund's contracts with its 14:50
23 portfolio companies in the form of SCAs and as 14:50
24 management agreements, is that correct? 14:50

25 MS. TOMASCO: Objection, form. 14:50

2 A. I'm referring to three principal
3 document types. One would be the stock purchase
4 agreements that you referred to. Another would
5 be management fee type agreements. And the
6 third would be provision within the LPA itself
7 that bind the fund either within the body of the
8 LPA or within an amendment to the LPA.

9 Q. Do you agree that there are
10 provisions within the LPA that create
11 contractual obligations between the fund and its
12 portfolio companies?

13 A. Within --

14 MS. TOMASCO: Objection, form.

15 A. Within the fund? Within the LPA?
16 I'm sorry.

17 Q. Yeah.

18 A. I don't believe so. I believe that
19 those are in the stock purchase agreements.

20 Q. Dr. Harrison, you understood that
21 Chancellor McCormick had concluded that Rigmora
22 had the funds available to meet the capital
23 calls she was ordering them to pay, correct?

24 A. I don't recall.

25 If you cite the decision and it's

2 true, I'm sure that's correct. 14:52

3 Q. Let's mark as Exhibit 7 an email 14:52
4 from Dan Kaprow at Richards Layton dated 14:52
5 December 8 and its attachments. 14:52

6 (Exhibit 7, document, Bates stamped 14:52
7 RIGMORA_BK0000143, marked for 14:52
8 identification, as of this date.) 14:52

9 Q. Dr. Harrison, Exhibit 7 is an email 14:53
10 from Dan Kaprow at Richards Layton dated 14:53
11 December 8, 2005 to a number of people, 14:53
12 including many lawyers at Quinn Emanuel, that 14:53
13 reads, "Counsel, attached please see a proposed 14:53
14 form of order implementing the Court's 14:53
15 post-trial decision. Please let us know if this 14:53
16 proposed order is agreed as to form." 14:53

17 Do you see that? 14:53

18 A. I do. 14:53

19 Q. And then if you turn to the page 14:53
20 Bates numbered RIGMORA_BK144, you see a proposed 14:53
21 partial final judgment and order pursuant to 14:53
22 Rule 54(b). 14:53

23 Do you see that? 14:53

24 A. I do. 14:53

25 Q. Have you seen this email and 14:53

2 attachment before?

14:53

3 A. No.

14:53

4 Q. Monday, December 8 was the next
5 business day following the Chancery Court's
6 decision on Friday, December 5, correct?

14:53

14:53

14:53

7 A. That sounds right, yes.

14:53

8 Q. It says the Rigmora LPs accept your
9 counsel's proposed form of order for payment of
10 the \$96 million in capital calls the very next
11 business day after the Chancery Court decision,
12 correct?

14:54

14:54

14:54

14:54

14:54

13 MS. TOMASCO: Objection, form.

14:54

14 Why don't you give him a chance to
15 read the document before you answer -- ask
16 him any questions. He has not seen it
17 before.

14:54

14:54

14:54

14:54

18 A. May I consult with my counsel?

14:54

19 MS. TOMASCO: We can go out in the
20 hall.

14:54

14:54

21 Q. Before you consult with your
22 counsel, there is no privileged question
23 pending. There is no -- this is just a question
24 that have you seen this document before,
25 Dr. Harrison, yes or no?

14:54

14:54

14:54

14:54

14:54

2 I think you should answer the 14:54
3 question before we take a break. 14:54

4 A. I did say, no, I have not seen the 14:54
5 document. 14:54

6 Q. And, Dr. Harrison, have you seen -- 14:54
7 if you turn to the attachment to Exhibit 7, at 14:55
8 page 144, you see the heading "Proposed Partial 14:55
9 Final Judgment and Order." 14:55

10 You saw that, correct? 14:55

11 A. Yeah. You asked me that question. 14:55
12 I do read it, yes. 14:55

13 Q. Do you see that? 14:55

14 A. Yes. 14:55

15 Q. And if you turn to the page ending 14:55
16 in Bates number 145 and look at paragraph 4, do 14:55
17 you see that? 14:55

18 A. Paragraph 4, yes. 14:55

19 Q. Paragraph 4 of the Rigmora LPs' 14:55
20 proposed final judgment and order reads, "With 14:55
21 respect to ATP's additional breach of contract 14:55
22 claim asserted in the conformed pleading 14:55
23 pursuant to the stipulation and pretrial order," 14:55
24 and goes on to say, "Judgment is hereby entered 14:55
25 in favor of ATP and against defendants. 14:55

2 Defendants jointly and severally shall, within 14:55
3 ten days of the entry of this partial final 14:55
4 judgment and order, pay to ATP Life Science 14:55
5 Ventures, LP, the fund, \$96,960,925.88 in 14:56
6 satisfaction of the capital calls as defined in 14:56
7 the opinion issued on May 30, 2025 for Aethon 14:56
8 Therapeutics, Apertor Pharmaceuticals, Ascidian 14:56
9 Therapeutics, Deep Apple Therapeutics, Evercrisp 14:56
10 Biosciences, Initial Therapeutics, Marengo 14:56
11 Therapeutics, Marlinspike Therapeutics, Red 14:56
12 Queen Therapeutics and ATLS fees and partnership 14:56
13 expenses." 14:56

14 Do you see that? 14:56

15 A. I do. 14:56

16 Q. You hadn't seen this on December 8 14:56
17 prior to the fund's Chapter 11 filing on 14:56
18 December 9? 14:56

19 A. As I said, I have not seen this 14:56
20 specific email with the attachment. 14:56

21 Q. This is the first time you've seen 14:56
22 this attachment? 14:57

23 A. I don't recall -- I don't know what 14:57
24 version this is of what I may have seen, and so 14:57
25 I can't really answer the question with any 14:57

2 accuracy. 14:57

3 Q. Do you recall whether you saw this 14:57
4 before filing the fund for Chapter 11 on 14:57
5 December 9? 14:57

6 MS. TOMASCO: Objection, form, asked 14:57
7 and answered. 14:57

8 A. I would like to consult counsel, if 14:57
9 that's possible. 14:57

10 MS. TOMASCO: Is it about a 14:57
11 privilege? 14:57

12 THE WITNESS: Yes. 14:57

13 MS. TOMASCO: Then we will -- @@let 14:57
14 us consult. 14:57

15 Q. Let's answer the pending question 14:57
16 and then you can -- we can take a break. 14:57

17 But the pending question is just yes 14:57
18 or no, do you recall having received this form 14:57
19 of order on December 8? 14:57

20 And I think if that was asked and 14:57
21 answered and you have already said no, I will 14:57
22 consult the transcript. 14:57

23 MS. TOMASCO: He said specifically 14:58
24 he doesn't recall. 14:58

25 We still want a privilege consult, 14:58

2 and there is not a pending question. 14:58

3 Q. I don't think I have an answer to 14:58

4 the last question, although I was trying to 14:58

5 clean it up for you. 14:58

6 A. I don't know if I have seen this 14:58

7 document before. 14:58

8 MS. TOMASCO: Can we have -- 14:58

9 Q. And, Dr. Harrison, this is not -- 14:58

10 MS. TOMASCO: Excuse me, we are 14:58

11 going to take a privilege consult break. 14:58

12 MS. SELDEN: Okay. 14:58

13 MS. TOMASCO: We will be right back. 14:58

14 THE VIDEOGRAPHER: We are off the 14:58

15 record at 2:57 p.m. 14:58

16 (Recess.) 14:58

17 THE VIDEOGRAPHER: We are on the 15:01

18 record at 3:00 p.m. 15:01

19 BY MS. SELDEN: 15:01

20 Q. Let's mark as Exhibit 8 an email 15:01

21 from Andrew Berdon of Quinn Emanuel dated 15:01

22 December 9, 2025 with email chain and 15:01

23 attachments. 15:01

24 (Exhibit 8, document, Bates stamped 15:01

25 RIGMORA_BK0000148, marked for 15:01

2	identification, as of this date.)	15:01
3	Q. Dr. Harrison, Exhibit 8 is an email	15:01
4	from Andrew Berdon dated December 9, 2025 at	15:01
5	11:26 p.m. to a number of lawyers at Richards	15:01
6	Layton, Quinn and Debevoise.	15:02
7	Do you see that?	15:02
8	A. Yes.	15:02
9	Q. And if you look at the bottom of	15:02
10	that first page of Exhibit 8, you see the "From"	15:02
11	line of another email from Dan Kaprow.	15:02
12	Do you see that?	15:02
13	A. Yes.	15:02
14	Q. And that's an email from Dan Kaprow	15:02
15	dated December 9, 2025 at 2:26 p.m. to	15:02
16	Mr. Berdon and numerous others.	15:02
17	Do you see that?	15:02
18	A. I do.	15:02
19	Q. And if you turn to the page ending	15:02
20	149, you see that on December 9 at 2:26 p.m.,	15:02
21	Mr. Kaprow writes to Mr. Burden, "Andrew,	15:02
22	thanks. When do you intend to provide your	15:02
23	comments? The proposed order is due to the	15:02
24	court tomorrow, and we have yet to receive	15:02
25	anything from you."	15:02

2	Do you see that?	15:02
3	A. Yes.	15:02
4	Q. Were you aware that as of the	15:02
5	afternoon of December 9, 2025, the GP counsel	15:02
6	had yet to respond to the Rigmora LP proposed	15:03
7	form of order offering to pay the Chancery	15:03
8	Court's judgment within 10 days of entry of that	15:03
9	order?	15:03
10	MS. TOMASCO: Objection, form.	15:03
11	A. Anything that I'm answering here	15:03
12	would be based upon discussion with counsel.	15:03
13	So what would you like me to do?	15:03
14	MS. TOMASCO: Right. I mean, he is	15:03
15	not copied on this email, and if he was	15:03
16	aware of the status of the negotiation of	15:03
17	the order, it would have been as a result	15:03
18	of communications with counsel.	15:03
19	So I'm not sure, number 1, that any	15:03
20	knowledge that he has is not privileged,	15:03
21	and number 2, he is not on this document,	15:03
22	so he doesn't have knowledge of it.	15:03
23	Q. Dr. Harrison, let me ask you a	15:03
24	question that is not related to this document.	15:04
25	So set the document to the side.	15:04

2 I'm going to come back to it. But I'll ask you 15:04
3 a different question. 15:04

4 A. Okay. 15:04

5 Q. Dr. Harrison, are you aware of 15:04
6 whether -- strike that. 15:04

7 Dr. Harrison, were you aware that as 15:04
8 of the afternoon of December 9, 2025, the 15:04
9 Rigmora LPs had yet to receive any comments on 15:04
10 the proposed form of order offering to pay the 15:04
11 Chancery Court judgment within ten days of entry 15:04
12 of the order? 15:04

13 A. No. 15:04

14 Q. Were you aware by the afternoon of 15:05
15 December 9, 2025 that the Rigmora LPs had, in 15:05
16 fact, proposed to pay the Chancery Court order 15:05
17 within ten days of its entry? 15:05

18 MS. TOMASCO: Objection, form. 15:05

19 And to the extent that you have any 15:05
20 knowledge as a result of communications 15:05
21 with counsel, I instruct the witness not 15:05
22 to answer. 15:05

23 A. I can't answer. 15:05

24 MS. SELDEN: That is a yes/no 15:05
25 question. That is not seeking any 15:05

2 information that would not be required to
3 be entered on a privilege log.

4 Are you instructing the witness that
5 he cannot tell me whether he was aware on
6 the afternoon of December 9, 2025 that the
7 Rigmora LPs had, in fact, proposed to pay
8 the Chancery Court order within ten days
9 of its entry? Is that your instruction?

10 MS. TOMASCO: It is my instruction.

11 If the only way he got knowledge of
12 what Rigmora had or had not offered to do
13 was communications with counsel, then he
14 cannot answer because the source of his
15 knowledge is attorney-client
16 communication.

17 MS. SELDEN: Ms. Tomasco, that is
18 fundamentally incorrect.

19 I'm asking a factual question as to
20 Dr. Harrison's personal knowledge of
21 communication from a third party outside
22 the scope of privilege.

23 Did he know the fact that the
24 Rigmora LPs had offered to pay the
25 Chancery Court judgment within ten days of

2 the entry.

15:06

3 His knowledge or not of that fact is
4 not privileged.

15:06

15:06

5 MS. TOMASCO: How would he have
6 acquired that knowledge?

15:06

15:06

7 MS. SELDEN: Manner of acquisition
8 is not relevant to this question.

15:06

15:06

9 If you are instructing him that he
10 cannot answer that he had knowledge of the
11 Rigmora LPs' proposed order offering to
12 pay the Chancery Court judgment, what is
13 the basis for that instruction?

15:07

15:07

15:07

15:07

15:07

14 MS. TOMASCO: I don't consider the
15 email to have been an offer to pay. It is
16 a proposed form of order to enforce the
17 Chancery Court's judgment. It is not an
18 offer to pay, number 1.

15:07

15:07

15:07

15:07

15:07

19 Number 2 --

15:07

20 MS. SELDEN: Ms. Tomasco, I am
21 not -- we started this deposition very
22 late. I am not asking him about the
23 email.

15:07

15:07

15:07

15:07

24 I am asking Dr. Harrison whether he
25 had personal knowledge of a fact in the

15:07

15:07

2 world as of December 9, 2025.

15:07

3 Are you instructing him not to
4 answer whether or not he knew that the
5 Rigmora LPs had provided the proposed form
6 of order attached to Mr. Kaprow's e-mail
7 on December 8?

15:07

15:07

15:07

15:07

15:07

8 MS. TOMASCO: How would he have
9 acquired that knowledge separate and apart
10 from counsel?

15:07

15:07

15:07

11 MS. SELDEN: What's your
12 instruction?

15:08

15:08

13 MS. TOMASCO: He can't answer.

15:08

14 Q. Dr. Harrison, could you look back at
15 Exhibit 8 for me?

15:08

15:08

16 And please turn to the page ending
17 in Bates number 150.

15:08

15:08

18 And do you see above Mr. Kaprow's
19 Monday, December 8 email attaching the proposed
20 form of order, there is a response from Andrew
21 Berdon at Quinn Emanuel dated Monday, December 8
22 at 5:18 p.m.?

15:08

15:08

15:08

15:08

15:08

23 A. Yes.

15:08

24 Q. And do you see that Mr. Berdon
25 responds, "Dan, received and thank you. We are

15:08

15:08

2 discussing with our client and will have

15:08

3 comments. The proposed order is not agreed as

15:08

4 to form."

15:09

5 Do you see that?

15:09

6 A. I read those words on the page, yes.

15:09

7 Q. Were you discussing the proposed

15:09

8 form of order with Quinn Emanuel on

15:09

9 December 18 -- December 8?

15:09

10 MS. TOMASCO: Objection. This

15:09

11 clearly calls for privileged

15:09

12 communications.

15:09

13 MS. SELDEN: To be clear, this is a

15:09

14 yes-or-no question, and I do not intend to

15:09

15 and am not seeking the substance of any

15:09

16 communications between Dr. Harrison and

15:09

17 Quinn Emanuel.

15:09

18 Q. I am asking a yes/no question, did

15:09

19 you speak to your counsel regarding the proposed

15:09

20 form of order on December 8, 2025?

15:09

21 MS. TOMASCO: Inherent in the

15:09

22 question is the substance of the

15:09

23 communication.

15:09

24 MS. SELDEN: Are you instructing him

15:09

25 not to answer that question?

15:09

2 MS. TOMASCO: I am. 15:09

3 Q. Dr. Harrison, at any point prior to 15:10
4 filing the fund for Chapter 11 on December 9, 15:10
5 did you consider asking the Rigmora LPs to 15:10
6 shorten the time for payment of the final 15:10
7 judgment to less than ten days? 15:10

8 A. No. I don't believe so. 15:10

9 Q. Before you filed the fund for 15:10
10 Chapter 11, did you take any steps to determine 15:10
11 whether the Rigmora LPs had ever previously been 15:10
12 the subject of a court-ordered judgment 15:10
13 requiring payment of funds? 15:10

14 A. I specifically did not. 15:10

15 Q. Before you filed for Chapter 11, did 15:11
16 you take any steps to determine whether the 15:11
17 Rigmora LPs had failed to timely pay a 15:11
18 court-ordered judgment? 15:11

19 A. I understood that three out of three 15:11
20 successful ventures in the U.S. had ended in 15:11
21 litigation, but I -- including ours, but I -- I 15:11
22 didn't follow specifically how those ended -- 15:11

23 Q. You didn't -- 15:11

24 A. -- and regarding other -- no, I did 15:11
25 not. And then regarding any other judgments 15:11

2 related to the Rigmora LPs, I wasn't -- I truly
3 was not following them.

4 Q. And you didn't know one way or the
5 other prior to filing the fund for Chapter 11
6 whether the Rigmora LPs had failed to timely pay
7 a court-ordered judgment, correct?

8 MS. TOMASCO: Objection, form, asked
9 and answered.

10 A. I didn't know either way what they
11 had done vis-a-vis other legal situations that
12 they were in.

13 Q. You hadn't identified any prior
14 instance in which the Rigmora LPs had been the
15 subject of a court-ordered judgment and failed
16 to pay it, correct?

17 MS. TOMASCO: Objection, form, asked
18 and answered times two.

19 A. I personally did not, no.

20 Q. Before you filed the fund for
21 Chapter 11, did you take any steps to determine
22 what could be done in the Court of Chancery to
23 enforce an order for payment of money?

24 MS. TOMASCO: Objection, form.

25 So to the extent that you consulted

2 counsel, you cannot answer. 15:12

3 A. I can't answer. 15:13

4 Q. That's a yes/no question. Did you 15:13

5 take any steps to determine what could be done 15:13

6 in the Court of Chancery to enforce an order for 15:13

7 payment of money? 15:13

8 MS. TOMASCO: You can answer if the 15:13

9 source of your knowledge is other than 15:13

10 counsel. 15:13

11 A. I can't answer. 15:13

12 MS. SELDEN: Ms. Tomasco, I'm not 15:13

13 asking for his knowledge. I'm asking 15:13

14 whether he as managing director of the 15:13

15 general partner of the fund took any steps 15:13

16 prior to filing the fund for Chapter 11 to 15:13

17 determine what could be done in the Court 15:13

18 of Chancery to enforce an order for the 15:13

19 payment of money. 15:13

20 MS. TOMASCO: And how do -- 15:13

21 Q. Did you take any -- 15:13

22 MS. TOMASCO: How do you suggest 15:13

23 that he would have done that without 15:13

24 consulting counsel? 15:13

25 MS. SELDEN: I would suggest that if 15:13

2 he consulted counsel, his answer might be 15:13
3 question yes. 15:13

4 And then if I asked him what steps 15:13
5 did you take, the answer might be, I 15:14
6 consulted counsel. 15:14

7 But I am entitled to a yes/no 15:14
8 answer -- 15:14

9 MS. TOMASCO: No, you are not. 15:14

10 MS. SELDEN: -- to a question that 15:14
11 calls for nonprivileged information. 15:14

12 The retention of counsel -- 15:14

13 MS. TOMASCO: Let me just stop you 15:14
14 right there -- 15:14

15 MS. SELDEN: -- or consultation with 15:14
16 counsel is not itself privileged. 15:14

17 And if you are going to instruct him 15:14
18 that every time he asked -- the only thing 15:14
19 that he does is ask a lawyer that the 15:14
20 asking of a lawyer is privileged, then we 15:14
21 will be back here again for a second 15:14
22 deposition because that is not a proper 15:14
23 instruction under Delaware or any other 15:14
24 law. 15:14

25 MS. TOMASCO: The attorney-client 15:14

2 communication privilege applies to not 15:14
3 only what a lawyer says but the questions 15:14
4 that a client asks. 15:14

5 Do you agree or disagree? 15:14

6 If he consulted counsel about it, 15:14
7 that reveals the substance of the 15:14
8 questions that he asked, and that is 15:14
9 privileged. 15:14

10 MS. SELDEN: Okay. Then we are 15:14
11 going to take the privilege up elsewhere. 15:14

12 Q. Dr. Harrison, are you telling me 15:15
13 that you cannot give me a yes/no answer to the 15:15
14 question of whether you took any steps to 15:15
15 consider whether the Court of Chancery judgment 15:15
16 could be enforced in the Court of Chancery? 15:15

17 MS. TOMASCO: You can answer the 15:15
18 question if the source of your knowledge 15:15
19 is other than consultation of counsel. 15:15

20 A. I can't answer the question. 15:15

21 And I would appreciate it if you 15:15
22 would stop asking the same question if I can't 15:15
23 answer it. 15:15

24 Q. I'll ask you a different question. 15:15
25 Did you consider enforcing the 15:15

2 judgment in the Court of Chancery if it wasn't
3 paid?

4 MS. TOMASCO: You can answer that
5 question.

6 A. I don't recall.

7 Q. Did you take any steps to inform
8 yourself of the mechanisms of enforcement?

9 MS. TOMASCO: The same objection.

10 If you have a source of knowledge
11 other than consultation with counsel, you
12 can answer that question. Otherwise, you
13 cannot.

14 A. I cannot answer the question.

15 Q. Did you consider whether Rigmora had
16 any assets that could be the subject of a
17 judgment lien?

18 A. Same answer.

19 Q. Did you consider whether Rigmora had
20 any investments directly or indirectly in
21 Delaware corporations?

22 A. Because of my general knowledge of
23 Rigmora over the years, I had an understanding
24 that they had investments in the U.S., but my
25 understanding is that at that time, and without

2 advice of counsel, that there were no existing
3 ones.

4 But that was based upon prior
5 knowledge such as it may have been. Yeah.

6 Q. As general partner of the fund, did
7 you consider whether enforcing the judgment
8 through the Chancery Court would be preferable
9 to filing Chapter 11?

10 MS. TOMASCO: You can answer that.

11 A. I don't recall actually.

12 Q. Do you recall what steps, if any,
13 you took to weigh those two options, enforcing
14 through the Chancery Court or filing Chapter 11?

15 MS. TOMASCO: You can answer that
16 question to the extent it doesn't rely on
17 or contain the advice of counsel or the
18 seeking of legal advice.

19 A. The problem is that the entire world
20 that you are referring to relates to
21 conversations that I may have had with counsel
22 because everything was dealing with and is
23 dealing with highly technical legal issues,
24 which is obvious.

25 And as the -- as the person who is

2 responsible to make the decisions, I could not
3 do other than have discussions with counsel
4 about any related matter. That's the
5 responsible thing to do.

6 Q. So my question, Dr. Harrison, is not
7 what the substance of your conversations with
8 counsel were but whether you had conversations
9 or took any other steps to weigh whether it
10 would be preferable for the fund for the
11 judgment to be enforced through Chancery Court
12 or through Chapter 11.

13 MS. TOMASCO: To the extent you have
14 knowledge other than conversations with
15 counsel or the seeking of advice from
16 counsel, you can answer.

17 A. I can't answer.

18 Q. You can't tell me sitting here today
19 whether or not you considered those two options?

20 MS. TOMASCO: Objection, same
21 objection.

22 Same instruction.

23 A. I already answered -- I'm really
24 trying to cooperate -- that any question that
25 would have come up in any relation to this

2 matter would have responsibly, naturally and 15:19
3 logically been the subject of discussion with 15:19
4 counsel. 15:19

5 Q. Dr. Harrison, you understand that 15:19
6 your decision to file the fund for Chapter 11 is 15:19
7 at issue in one of the pending, if not more than 15:19
8 one of the pending motions before the Bankruptcy 15:19
9 Court, correct? 15:19

10 A. As you phrase it, I believe I 15:19
11 understand that, yes. 15:19

12 Q. Was that decision made by counsel? 15:19

13 MS. TOMASCO: Objection, form. 15:19

14 Obviously, that's improper. 15:20

15 I instruct the witness not to 15:20
16 answer. 15:20

17 THE WITNESS: Not to answer? Or to 15:20
18 answer? 15:20

19 MS. TOMASCO: Not to answer. 15:20

20 Q. Dr. Harrison, did you consider 15:20
21 filing a portfolio company for Chapter 11 before 15:20
22 the fund filed for Chapter 11? 15:20

23 MS. TOMASCO: Objection, form. 15:20

24 A. I'm sorry, what do you mean by 15:20
25 "before"? 15:20

2	Q. First in time.	15:20
3	Dr. Harrison, you are aware that the	15:20
4	fund filed for Chapter 11 on December 9,	15:20
5	correct?	15:21
6	A. Yes.	15:21
7	Q. And no portfolio company filed for	15:21
8	Chapter 11 on December 9, correct?	15:21
9	A. Correct.	15:21
10	Q. You filed portfolio companies for	15:21
11	Chapter 11 later, correct?	15:21
12	A. Correct.	15:21
13	Q. Did you consider filing the	15:21
14	portfolio companies for Chapter 11 and not	15:21
15	filing the fund for Chapter 11?	15:21
16	MS. TOMASCO: To the extent that you	15:21
17	can answer that question without relying	15:21
18	on the advice of counsel or communications	15:21
19	with counsel, you can answer.	15:21
20	A. I can't answer.	15:21
21	Q. You can't answer because you are	15:21
22	incapable of telling me whether you considered	15:21
23	filing the portfolio companies for Chapter 11	15:21
24	and not filing the fund without revealing the	15:21
25	advice of counsel?	15:22

2 MS. TOMASCO: Objection, form. 15:22

3 A. I'm not going to take the word 15:22

4 "incapable" as derogatory, but I think I 15:22

5 answered that I can't answer the question on 15:22

6 instruction from counsel. 15:22

7 Q. Let me ask you a question. 15:22

8 Dr. Harrison, when you take -- 15:22

9 consult with counsel, they're giving you advice, 15:22

10 right? 15:22

11 A. Generally, yeah. 15:22

12 Q. And when you receive advice from 15:22

13 counsel, that advice informs a decision that you 15:22

14 might make? 15:22

15 MS. TOMASCO: Objection. 15:22

16 I'm assuming this is a hypothetical, 15:22

17 correct? 15:22

18 MS. SELDEN: Yes. 15:22

19 Q. I'm not asking about any particular 15:22

20 decision. I'm just asking about the difference 15:22

21 between an advisor and a business decision 15:22

22 maker. 15:22

23 Do you understand yourself to be the 15:22

24 business decision maker for the fund in your 15:22

25 capacity as the managing director of the general 15:22

2	partner?	15:22
3	A. Essentially, yes.	15:22
4	Q. And one of the things that you do in	15:22
5	your role as the managing director of the	15:23
6	general partner of the fund is consult with	15:23
7	advisors, correct?	15:23
8	A. Correct.	15:23
9	Q. Some of those advisors might be	15:23
10	lawyers, correct?	15:23
11	A. Correct.	15:23
12	Q. And those lawyers might provide	15:23
13	legal advice, correct?	15:23
14	A. Typically.	15:23
15	Q. And you might consider that legal	15:23
16	advice in reaching a decision, correct?	15:23
17	A. Yes.	15:23
18	Q. But ultimately, you make a decision	15:23
19	based on advice that you receive from others, is	15:23
20	that true?	15:23
21	A. Yes, in the end, it is my decision.	15:23
22	Q. And wearing your business person hat	15:23
23	as the managing director of the general partner	15:23
24	of the fund, did you consider filing the	15:23
25	portfolio company for Chapter 11 and not filing	15:23

2 the fund?

15:23

3 A. That's a legal question. I do not
4 have a business opinion. So anything of that
5 kind would have involved advice of counsel
6 and --

15:23

15:23

15:24

15:24

7 Q. Any view that you had about whether
8 to file the fund or the portfolio companies and
9 in what order was a view provided to you by
10 counsel?

15:24

15:24

15:24

15:24

11 MS. TOMASCO: Objection. This calls
12 specifically for legal advice that was or
13 was not given to the client.

15:24

15:24

15:24

14 A. I think I've already answered
15 multiple times now that any legal matter related
16 to these cases in their entirety, I naturally
17 and responsibly would have sought advice of
18 counsel.

15:24

15:24

15:24

15:24

15:24

19 Q. And with respect to the filing of
20 the Chapter 11 cases for the fund, the general
21 partner and the portfolio companies, the counsel
22 to whom you are referring is primarily Quinn
23 Emanuel, is that correct?

15:24

15:24

15:25

15:25

15:25

24 MS. TOMASCO: Objection, form.

15:25

25 Second, inquiry with respect to a

15:25

2 question that assumes the content of a 15:25
3 communication is in and of itself asking 15:25
4 for privileged communication. 15:25

5 MS. SELDEN: Again, to be clear, I 15:25
6 am asking for the name of the law firm 15:25
7 with whom the witness consulted in 15:25
8 connection with the Chapter 11 cases. The 15:25
9 name of the law firm is not privileged. 15:25

10 Q. Is the name of the law firm with 15:25
11 whom you consulted in connection with the 15:25
12 Chapter 11 cases for the fund, the GP and the 15:25
13 portfolio companies Quinn Emanuel? 15:25

14 MS. TOMASCO: Okay. I'm going to 15:25
15 break this down. 15:25

16 Number 1 -- 15:25

17 MS. SELDEN: Are you instructing him 15:25
18 not answer? 15:26

19 MS. TOMASCO: Yes. Let's move on. 15:26

20 MS. SELDEN: Are you instructing him 15:26
21 not to answer on the grounds of privilege? 15:26

22 MS. TOMASCO: Yes. And -- 15:26

23 MS. SELDEN: You are instructing the 15:26
24 witness not to answer the question as to 15:26
25 the name of the law firm with whom he 15:26

2	consulted in the Chapter 11 cases on the	15:26
3	grounds that that name is privileged?	15:26
4	MS. TOMASCO: Well, are you assuming	15:26
5	that there is one name, number 1?	15:26
6	MS. SELDEN: I am not assuming that	15:26
7	there is one name.	15:26
8	MS. TOMASCO: Yes, you are.	15:26
9	MS. SELDEN: If I thought there was	15:26
10	one name, I wouldn't have to ask.	15:26
11	So if there is the name of another	15:26
12	law firm other than Quinn Emanuel --	15:26
13	MS. TOMASCO: Why don't you ask him	15:26
14	the question what law firms are advising	15:26
15	the company with respect to the	15:26
16	Chapter 11? You can ask him that.	15:26
17	Q. Dr. Harrison, in connection with the	15:26
18	decision to file the fund, the GP and the	15:26
19	portfolio companies, can you list for me the	15:26
20	names of the law firms and which entity they	15:26
21	represented that you consulted with?	15:26
22	MS. TOMASCO: Objection, form.	15:26
23	You can answer.	15:27
24	A. Quinn Emanuel.	15:27
25	Q. Who did Quinn Emanuel represent in	15:27

2 connection with the filing of the Chapter 11
3 cases? 15:27

4 A. The fund I believe. The GP, I 15:27
5 believe, because the GP acts on behalf of the 15:27
6 fund. I don't know if Quinn represented any 15:27
7 portfolio company. 15:27

8 For the portfolio companies, we 15:27
9 engaged Murphy & King. We also would have 15:27
10 sought advice naturally from Wilson Sonsini, who 15:27
11 for most of the companies was or is corporate 15:27
12 counsel. We discussed things with Wachtell. 15:27
13 And Walkers was still involved. 15:28

14 So I don't think I'm leaving anyone 15:28
15 out. 15:28

16 Q. And in connection with the portfolio 15:28
17 companies' counsel, when you say, "We engaged 15:28
18 Murphy & King," did you consult with Murphy & 15:28
19 King on behalf of the portfolio companies? 15:28

20 A. Did I consult -- I and members of my 15:28
21 team, yes. 15:28

22 Q. When you say members of your team, 15:28
23 do you mean members of your team at ATP? 15:28

24 A. Yes. 15:28

25 Q. Dr. Harrison, you understand that 15:29

2 claims on the fund under the portfolio

15:29

3 companies' stock purchase agreements are

15:29

4 contingent, correct?

15:29

5 MS. TOMASCO: Objection, form.

15:29

6 You can answer to the extent of your

15:29

7 knowledge.

15:29

8 A. I don't really know quite how to

15:29

9 answer your question.

15:29

10 I can answer what I believe the

15:29

11 stock purchase agreements set up as obligations

15:29

12 of the fund to the portfolio companies.

15:29

13 Q. What do you understand the fund's

15:30

14 obligations to the portfolio companies to be

15:30

15 under their SPAs?

15:30

16 A. To fund under those funding

15:30

17 agreements based upon either specific milestones

15:30

18 that the GP has discretion to waive or modify,

15:30

19 or to fund under funding agreements where the GP

15:30

20 has an obligation to negotiate milestones as

15:30

21 they emerge in good faith and to fund.

15:30

22 Q. And when you state that the fund

15:30

23 owed \$221 million in commitments to certain of

15:30

24 the portfolio companies, those are the

15:30

25 commitments under the SPAs that you are

15:30

2	referring to, correct?	15:30
3	A. Yes.	15:30
4	MS. TOMASCO: Objection, form.	15:30
5	A. Yes.	15:31
6	Q. Have you undertaken any analysis of	15:31
7	whether the specific milestones in the portfolio	15:31
8	companies' SPAs have been met?	15:31
9	A. What do you mean by "analysis"?	15:31
10	Q. Have you or any member of your team	15:31
11	reached a view as to whether the specific	15:31
12	milestones in the portfolio companies' SPAs have	15:31
13	been met?	15:31
14	MS. TOMASCO: Objection, form.	15:31
15	A. We have -- as you I'm sure know	15:31
16	based upon the length of time that we've been	15:31
17	together considering these matters that we	15:32
18	manage our portfolio companies very closely, and	15:32
19	in some cases -- in many cases provide highly	15:32
20	qualified, deeply experienced managers to	15:32
21	actually manage those portfolio companies.	15:32
22	So we know very well what milestones	15:32
23	they're meeting and what programs they're doing.	15:32
24	I wouldn't call it an analysis. I would call it	15:32
25	a general practice.	15:32

2 Q. So is it your testimony that the 15:32
3 \$221 million of commitments that you referred to 15:32
4 are present liabilities of the fund to its 15:32
5 portfolio companies because milestones have been 15:32
6 met? 15:32

7 MS. TOMASCO: Objection, form. 15:32

8 A. That's not what I said the 15:32
9 obligations -- that doesn't relate to the 15:32
10 obligations -- or it relates to them but it 15:33
11 doesn't describe them. 15:33

12 I think -- 15:33

13 Q. Would it be fair -- 15:33

14 A. -- what I said before is what I 15:33
15 meant. 15:33

16 Q. Would it be fair to describe the 15:33
17 fund's commitments to the portfolio companies 15:33
18 under the SPAs as contingent liabilities? 15:33

19 MS. TOMASCO: Objection, form, calls 15:33
20 for a legal conclusion. 15:33

21 A. I'm not sure what you mean in a 15:33
22 technical sense -- a technical accounting sense. 15:33
23 I can't -- I don't know. 15:33

24 Q. Would you agree with me that under 15:33
25 the terms of the SPAs, there are conditions that 15:33

2 need to be satisfied before the fund has an 15:33
3 obligation to put more money into those 15:33
4 portfolio companies? 15:33

5 MS. TOMASCO: Objection, form, calls 15:33
6 for a legal conclusion. 15:33

7 You can answer to the extent of your 15:33
8 knowledge. 15:33

9 A. My knowledge of how the SPAs work 15:33
10 and are structured is that the fund makes a 15:33
11 commitment to founders and other institutions 15:34
12 and management and other parties to fund 15:34
13 projects. 15:34

14 And at the beginning of the 15:34
15 projects, we may or may not write down 15:34
16 milestones which, even assuming that the funding 15:34
17 comes in at the pace originally anticipated, may 15:34
18 or may not be met, and it is our discretion as 15:34
19 to whether or not to fund if such milestones are 15:34
20 not met under conditions where there was 15:34
21 inadequate funding for those companies to have a 15:34
22 possibility of meeting those milestones. 15:34

23 Then I believe it is our obligation 15:34
24 to continue to fund to create value as long as 15:34
25 we see reasonably, based upon our business 15:35

2 judgment, that value can be created.

15:35

3 In the case where there are no
4 explicit milestones, I believe that the stock
5 purchase agreements call for both sides to
6 reasonably create milestones as the research
7 plans gel over time and to fund such milestones
8 as modified over time.

15:35

15:35

15:35

15:35

15:35

15:35

9 That is the full understanding that
10 I have of our obligations.

15:35

15:35

11 Q. And when you say, "obligations," you
12 are referring to the contractual obligations in
13 the portfolio companies' SPAs?

15:35

15:35

15:35

14 A. Yes.

15:35

15 Q. Dr. Harrison, I'm going to hand you
16 what we will mark as Exhibit 9, which is your
17 declaration in support of the Chapter 11
18 petitions and first day motions.

15:35

15:35

15:35

15:35

19 (Exhibit 9, declaration, marked for
20 identification, as of this date.)

15:36

15:36

21 Q. Dr. Harrison, do you recognize
22 Exhibit 9 as the declaration you submitted in
23 connection with these Chapter 11 cases?

15:36

15:36

15:36

24 A. Is it the final one?

15:36

25 I mean, it looks like it. I

15:36

2 recognize it as some version of it. It says
3 what it is.

4 Q. Dr. Harrison, please turn to page 35
5 of Exhibit 9?

6 A. I'm there. Yup.

7 Q. On page 35 of Exhibit 9, the
8 declaration of Dr. Harrison in support of the
9 Chapter 11 petitions, do you see your signature
10 line?

11 A. Page 35?

12 MS. TOMASCO: Page 35 doesn't have a
13 signature.

14 A. No, it doesn't. It's just text.

15 MS. TOMASCO: Wait.

16 Q. You are in page 35 of the
17 declaration as opposed to of the text.

18 MS. TOMASCO: Oh, yes, we went too
19 far in. So sorry.

20 Q. So start from the top and flip from
21 there to the first page 35 that you have.

22 A. Oh, yes, I do.

23 Q. And, Dr. Harrison, for clarity, your
24 declaration attaches the Court of Chancery
25 judgment, correct?

2 That's the long document at the 15:37
3 back. 15:37

4 MS. TOMASCO: Oh, yeah, that's what 15:37
5 we did. Okay. 15:37

6 A. Yes. 15:37

7 Q. Do you recognize that? 15:37

8 A. I do. 15:37

9 Q. And if you flip back to page 35 to 15:37
10 your declaration. 15:37

11 Do you see that? 15:37

12 A. I do. 15:37

13 Q. And page 35 of your declaration in 15:37
14 these Chapter 11 cases says, "I declare under 15:37
15 penalty of perjury that the foregoing statements 15:37
16 are true and correct to the best of my 15:37
17 knowledge, information and belief." 15:37

18 Do you see that? 15:38

19 A. Yes. 15:38

20 Q. And it says, "Executed the 15th day 15:38
21 of December 2025." 15:38

22 Correct? 15:38

23 A. Yes. 15:38

24 Q. And it has your signature there, 15:38
25 correct? 15:38

2	A.	Yes.	15:38
3	Q.	Do you recognize this as your final	15:38
4		declaration in support of the Chapter 11 cases?	15:38
5	A.	I believe so.	15:38
6	Q.	Can you turn back to paragraph 4 on	15:38
7		page 2 for me?	15:38
8		In paragraph 4 of your declaration,	15:38
9		you state that "Under my leadership, the fund	15:38
10		reached a total value of approximately	15:38
11		\$6.5 billion."	15:38
12		Correct?	15:38
13	A.	Yes.	15:38
14	Q.	In paragraph 4, you state that "The	15:38
15		fund has made distributions to its limited	15:38
16		partners of over \$2 billion over the course of	15:38
17		its life thus far."	15:38
18		Correct?	15:38
19	A.	Yes.	15:38
20	Q.	The fund has monetized certain of	15:38
21		its assets in the past, correct?	15:38
22	A.	Are you asking me does it read that?	15:38
23	Q.	No, I'm asking whether as a matter	15:38
24		of fact you recall that the fund has monetized	15:38
25		certain of its assets in the past?	15:38

2	A.	Yes, it has.	15:38
3	Q.	And the fund may monetize certain of	15:38
4		its assets in the future, correct?	15:39
5	A.	Yes.	15:39
6	Q.	The fund still has the potential to	15:39
7		make future distributions of cash to its limited	15:39
8		partners, correct?	15:39
9	A.	Yes.	15:39
10	Q.	The fund is currently invested in 15	15:39
11		portfolio companies, correct?	15:39
12	A.	Correct.	15:39
13	Q.	At least some of the 15 portfolio	15:39
14		companies that the fund is currently invested in	15:39
15		have the potential to generate returns for the	15:39
16		fund, correct?	15:39
17	A.	I believe they all do.	15:39
18	Q.	Some of those portfolio companies	15:39
19		have the potential to generate potentially	15:39
20		significant returns for the fund, correct?	15:39
21	A.	That is my belief.	15:39
22	Q.	It's possible those returns could	15:39
23		exceed \$50 million, correct?	15:39
24		MS. TOMASCO: Objection, form.	15:39
25	A.	It's possible.	15:39

2 Q. It's possible they could be much
3 greater than that, correct?

4 A. It's possible.

5 Q. In paragraph 4(c) of your
6 declaration, you state that Braeburn has a
7 multi-billion-dollar valuation, correct?

8 A. Yes.

9 Q. And that fund is a shareholder of
10 Braeburn, correct?

11 A. Yes.

12 Q. And the fund might receive royalties
13 from Braeburn, correct?

14 A. Incorrect.

15 The royalties were distributed out
16 into a separate pass through. So that pass
17 through would receive royalties.

18 Q. Before filing the fund for
19 Chapter 11, did you consider whether any of the
20 fund's portfolio companies would generate
21 returns sufficient to satisfy what you believe
22 the fund's obligations were?

23 A. Us selling assets? No. That --
24 that was nonsensical.

25 Q. My question wasn't about selling

2 assets. It was more general than that,
3 Dr. Harrison.

4 A. I don't know if --

5 Q. Did you consider whether the fund's
6 investments would generate returns sufficient to
7 enable the fund to satisfy its -- what you
8 believe its other obligations were?

9 A. Do you mean in the ordinary course
10 how we would -- let's use your word -- monetize
11 an investment?

12 Is -- I'm just trying to understand
13 what you're asking. Because timing is
14 everything here.

15 Q. I'm asking a yes/no question.

16 Did you consider --

17 A. I can't answer it yes/no.

18 Q. -- whether the fund's investments
19 would generate returns that you might use to
20 satisfy what you believe are fund obligations?

21 A. I'm sorry, I need time frames.

22 Q. Prior to filing Chapter 11.

23 A. No, I mean time frames of the
24 returns that you hypothetically are describing.

25 Q. Bear with me and we will just take

2 it one step at a time in my questions,
3 Dr. Harrison.

4 Between Thanksgiving of 2025 and
5 December 9 of 2025, did you consider whether the
6 fund's investments in its portfolio companies
7 might generate returns sufficient to satisfy
8 what you have identified as the fund's
9 obligations?

10 A. I don't recall specifically whether
11 I considered that in that date range.

12 Q. Did you consider whether the fund's
13 investments might generate returns sufficient to
14 satisfy the \$221 million in commitments that you
15 believe the fund has to its portfolio companies?

16 MS. TOMASCO: Objection, form,
17 vague.

18 A. I don't know how to answer the
19 question so as to make sense of it, which I
20 tried to express a minute ago.

21 Q. Did you attempt, before filing the
22 fund for Chapter 11, to map over time when the
23 \$221 million in commitments might come due?

24 A. I think we went through this before.
25 Map when the -- we certainly mapped

2 what the funding trajectories of the different
3 portfolio companies would be within the
4 221 million.

5 But after a while, it stopped
6 mattering because the dates kept slipping
7 because of the Rigmora LPs' defaults.

8 Q. Dr. Harrison, I'm not asking about
9 the past. I'm asking about sitting there in
10 November and December of 2025, looking ahead,
11 did you attempt to determine when future
12 obligations of the fund to its portfolio
13 companies might come due, if ever?

14 MS. TOMASCO: Objection, form. It's
15 vague.

16 A. I -- I guess because of the form of
17 the question, I'm going to have to answer no,
18 but I have been endeavoring to understand the
19 question or a question that I could answer with
20 specificity in order to help.

21 MS. TOMASCO: Do you want to take a
22 break? It's almost two hours since our
23 last break.

24 MS. SELDEN: Sure. Let's go off the
25 record.

2	THE VIDEOGRAPHER: We are off the	15:45
3	record at 3:44 p.m.	15:45
4	(Recess.)	16:03
5	THE VIDEOGRAPHER: We are on the	16:07
6	record at 4:06 p.m.	16:07
7	BY MS. SELDEN:	16:07
8	Q. And, Dr. Harrison, could you pick	16:07
9	back up Exhibit 9, which I believe is your	16:07
10	declaration in support of the Chapter 11	16:07
11	petitions and first day motions?	16:07
12	A. I have it, yup.	16:07
13	Q. Paragraph 47 of your first day	16:07
14	declaration is on page 22.	16:07
15	Do you see that?	16:07
16	A. Yes.	16:08
17	Q. In paragraph 47 of your first day	16:08
18	declaration, you state, "The partnership is more	16:08
19	than \$221 million in unfunded commitments to	16:08
20	certain of the PortCos."	16:08
21	Correct?	16:08
22	A. Yes.	16:08
23	Q. You are referring there to	16:08
24	commitments that you believe the fund made to	16:08
25	certain of the portfolio companies in their	16:08

2 Series A stock purchase agreement, correct?

16:08

3 A. I'm referring to the commitments the
4 fund made via those stock purchase agreements.

16:08

16:08

5 Q. When you say, "The partnership is
6 more than \$221 million in unfunded commitments
7 to certain of the PortCos," you are not
8 referring to any commitments by the fund to
9 portfolio companies other than those in the
10 SPAs, correct?

16:08

16:08

16:08

16:08

16:08

16:08

11 A. I believe so, yes.

16:08

12 Q. You believe I'm correct, right?

16:09

13 MS. TOMASCO: Object to form.

16:09

14 A. I believe that the 221 million is
15 the sum of the outstanding unfunded Series A
16 stock purchase agreement amounts.

16:09

16:09

16:09

17 Q. So for each portfolio company that
18 you allege is the subject of a commitment of the
19 fund, the SPA is the place where that commitment
20 is found, right?

16:09

16:09

16:09

16:09

21 A. Yes, typically.

16:09

22 Q. And, Dr. Harrison, if you could turn
23 back in your first day declaration to
24 paragraph 28 on page 14.

16:09

16:09

16:09

25 Do you see that?

16:10

2	A. I do.	16:10
3	Q. And at the end of paragraph 28,	16:10
4	which runs from page 14 to 15 of your	16:10
5	declaration, is a chart, correct?	16:10
6	A. Yes.	16:10
7	Q. And in the chart in paragraph 28 of	16:10
8	your first day declaration, you summarize the	16:10
9	funding needs of the portfolio companies,	16:10
10	correct?	16:10
11	A. Yes.	16:10
12	Q. And you list each of the portfolio	16:10
13	companies in the column on the left with some	16:10
14	description and a column on the right, right?	16:10
15	A. Um-hm. Yes.	16:10
16	Q. And, Dr. Harrison, the sum of the --	16:10
17	strike that.	16:10
18	Dr. Harrison, take a look at the	16:10
19	first row of the chart in paragraph 28 if you	16:10
20	will.	16:10
21	A. I see it, yeah.	16:10
22	Q. The first row of the chart in	16:10
23	paragraph 28 refers to Aethon, correct?	16:10
24	A. Correct.	16:10
25	Q. And in the column on the right, it	16:10

2 says Aethon was included in the May 30 capital
3 calls for \$5 million. And it says the
4 partnership has a capital commitment of
5 \$8 million in favor of Aethon, which remains
6 unfunded.

7 Do you see that?

8 A. I do.

9 Q. Capital commitment refers to the
10 commitments by the LPs to contribute capital to
11 the fund in connection with capital calls,
12 correct?

13 MS. TOMASCO: Objection, form.

14 A. It's both, I believe. It refers to
15 unfunded budget and unfunded stock purchase
16 agreement.

17 Q. So when you refer to a capital
18 commitment of \$8 million in favor of Aethon, you
19 are referring to what you believe are two
20 separate obligations, correct?

21 A. This may refer to the stock purchase
22 agreement commitment, but one cannot exist
23 without the prior commitment of the budget.

24 Q. So when you refer to a commitment of
25 money in favor of Aethon, you are referring on

2 the one hand to the capital commitment by the 16:12
3 LPs to contribute capital to the fund? 16:12

4 That's one of the potential 16:12
5 references, right, Dr. Harrison? 16:12

6 A. I believe this is the 16:12
7 partnership's -- in other words, ATLSP's 16:12
8 commitment via the stock purchase agreement 16:12
9 contract in the case of Aethon to commit another 16:12
10 8 million under that stock purchase agreement, I 16:12
11 believe. 16:12

12 But I'm saying that any Series A 16:12
13 commitment remaining pulls and refers to a 16:12
14 remaining budget commitment in the same amount 16:12
15 for the same company. 16:12

16 Q. So, Dr. Harrison, you believed that 16:12
17 there is a commitment by the fund to the 16:13
18 portfolio companies pursuant to the SPA on the 16:13
19 one hand and a capital commitment by the LPs to 16:13
20 contribute capital to the fund on the other, 16:13
21 correct? 16:13

22 A. Correct. 16:13

23 Q. And it's your belief that those two 16:13
24 commitments are equal to each other, correct? 16:13

25 A. Yes. 16:13

2 Q. So for Aethon, you believe that the 16:13
3 fund has a commitment under its SPA with Aethon 16:13
4 to fund another \$8 million and that the LPs have 16:13
5 a capital commitment to the fund to contribute 16:13
6 another \$8 million in favor of Aethon, correct? 16:13

7 A. I do. It should be that way. 16:13
8 That's how we layered them in each 16:13
9 time. 16:13

10 Q. And the sum of the commitments 16:13
11 identified in the chart in paragraph 28 of your 16:14
12 declaration is \$221 million in commitments you 16:14
13 have referenced elsewhere, correct? 16:14

14 A. It should be, yes. 16:14

15 Q. Dr. Harrison, I will mark as 16:14
16 Exhibit 10 a demonstrative exhibit, which is the 16:14
17 same chart from paragraph 28 with the amounts 16:14
18 referenced as commitments pulled out in the 16:14
19 third column on the right and summed, and I will 16:14
20 ask you to take a look at that. 16:14

21 (Exhibit 10, demonstrative exhibit, 13:13
22 marked for identification, as of this 13:13
23 date.) 13:13

24 Q. So, Dr. Harrison, if you look at 16:14
25 Exhibit 10, you will see we have taken the chart 16:15

2 from paragraph 28 of your declaration, and it's 16:15
3 identical, I'll represent to you, with respect 16:15
4 to the first two columns, and the addition is a 16:15
5 third column which pulls out that number 16:15
6 referenced as the capital commitment for each of 16:15
7 the portfolio companies. 16:15

8 Do you see that? 16:15

9 A. So your third column pulls the 16:15
10 number out of the second column in each case? 16:15

11 Q. Yes. 16:15

12 So you see in the first row where it 16:15
13 says Aethon, and then the partnership has a 16:15
14 capital commitment of \$8 million in favor of 16:15
15 Aethon? 16:15

16 A. Yes, I see. 16:15

17 Q. We pulled the 8 million and put it 16:15
18 in the third column. 16:15

19 Do you see that? 16:15

20 A. I've got it, yes. 16:15

21 Q. And we've done that for each of the 16:15
22 portfolio companies throughout the chart. 16:15

23 Do you see that? 16:15

24 A. I do. 16:15

25 Q. And the sum of those commitments -- 16:15

2	A.	And the total is 221.707 million.	16:15
3	Q.	So you agree with me, Dr. Harrison,	16:15
4		that the sum total of the unfunded commitments	16:15
5		identified in the chart in paragraph 28 of your	16:15
6		declaration is just over \$221 million, correct?	16:15
7	A.	Yes, that's what the declaration	16:16
8		says.	16:16
9	Q.	Dr. Harrison, let's take a look at	16:16
10		one of the SPAs of Ms. Sundelson's chest --	16:16
11		let's take a look at Apertor SPA.	16:16
12		MS. TOMASCO: If you look on the	16:16
13		footnote, page 1, it has all the company	16:16
14		names in there.	16:17
15	Q.	Let's mark as Exhibit 11 the	16:17
16		Series A preferred stock purchase agreement for	16:17
17		Apertor Pharmaceuticals dated November 5, 2020.	16:17
18		(Exhibit 11, document, Bates stamped	16:17
19		ATP_000627, marked for identification, as	16:17
20		of this date.)	16:17
21	Q.	Dr. Harrison, do you recognize	16:17
22		Exhibit 11 as the fund's SPA with Apertor?	16:17
23	A.	Yes.	16:17
24	Q.	Have you seen this before?	16:17
25	A.	Yes.	16:17

2 Q. And Apertor is one of the debtor
3 portfolio companies, right?

4 A. Yes.

5 Q. If you turn to the first page of the
6 Apertor SPA and look at paragraph 1.3, do you
7 see that?

8 A. 1.3, yes.

9 Q. Section 1.3(c) of the Apertor SPA
10 provides that "After the initial closing, the
11 company shall sell and the purchase owner shall
12 purchase on the same terms and conditions as
13 those contained in this agreement as part of
14 additional closings up to an aggregate of
15 43,500,000 additional shares at the request of
16 the board and upon the company's achievement of
17 certain milestones to be negotiated in good
18 faith by the company and the purchaser after the
19 initial closing (each, a Milestone.)"

20 Do you see that?

21 A. I do, yes.

22 Q. Section 1.3(c) of the Apertor SPA is
23 the contractual source of the commitment to fund
24 additional amounts to Apertor, correct?

25 A. Yes.

2 Q. Section 1.3(c) says that "Milestones
3 are to be negotiated in good faith by Apertor
4 and the fund after the initial closing."

5 Correct?

6 A. Yes.

7 Q. Apertor and the fund never
8 negotiated milestones, correct?

9 A. I'm not aware that that's the case.

10 Q. It's your belief that Apertor and
11 the fund have, in fact, negotiated the
12 milestones referred to in Section 1.3(c)?

13 A. I believe that as a part of our
14 managing the company in accordance with its
15 research plan as it is modified based upon
16 research results, that there is an ongoing
17 dialogue about results to be achieved and
18 reasonable funding amounts to be released.

19 And that cadence was let's say
20 disrupted by what were initially cooperative
21 drip-feeding periods at the request of Rigmora
22 and then throughout '25 until now basically
23 disruptions from let's just say the contract
24 dispute.

25 Q. Dr. Harrison, focusing on the text

2 of Section 1.3(c) of the Apertor SPA, do you see 16:21
3 in the fourth line down it refers to "The 16:21
4 company's achievement of certain milestones to 16:21
5 be negotiated in good faith by the company and 16:21
6 the purchaser after the initial closing (each, a 16:21
7 Milestone)," where milestone is capitalized? 16:21

8 A. Yeah, I do, yes. 16:21

9 Q. Milestone is a defined term in this 16:21
10 agreement, correct? 16:21

11 A. Yes. 16:21

12 Q. Did the company and the fund after 16:21
13 the initial closing negotiate the certain 16:21
14 milestones referenced in Section 1.3(c) of the 16:21
15 Apertor SPA? 16:21

16 A. The company and -- sorry. 16:21

17 ATP and Apertor would have been in 16:21
18 constant discussion about its research, plans 16:22
19 and objectives and have adjusted -- I know when 16:22
20 we adjusted the funding cadence, which we did 16:22
21 all the time throughout the portfolio. 16:22

22 Q. Dr. Harrison, did you reach 16:22
23 agreement on certain milestones with Apertor? 16:22

24 A. I think I've answered that question. 16:22

25 Our obligation was to fund the 16:22

2 milestones as they emerged from the research, 16:22
3 and we were as close -- as closely involved in, 16:22
4 let's say, Apertor's research as one could 16:22
5 possibly be and sought to fund the company in a 16:22
6 way that they could achieve value objectives 16:22
7 based upon that research. 16:23

8 Whether things were formally done in 16:23
9 one way or the other I don't think has bearing 16:23
10 on the intent and the obligations. 16:23

11 Q. Dr. Harrison, turning back to 16:23
12 Section 1.3(c) of the Apertor SPA, and the final 16:23
13 sentence of that provision, it reads, "Following 16:23
14 the agreement by the company and the purchaser 16:23
15 of the terms and conditions of a milestone, 16:23
16 including the number of additional shares to be 16:23
17 so purchased upon the achievement of such 16:23
18 milestones, the company and the purchaser will 16:23
19 amend this agreement to reflect such terms and 16:23
20 conditions of such agreed-upon milestones, 16:23
21 including the number of additional shares to be 16:23
22 so purchased upon the achievement of such 16:23
23 milestones." 16:23

24 Did you reach agreement with Apertor 16:24
25 with respect to the terms and conditions of any 16:24

2 milestones and amend the Apertor SPA to reflect
3 those terms?

4 A. We'd have to look and see how the
5 different tranches of Apertor were documented.

6 Q. Sitting here today, do you know one
7 way or the other whether Apertor reached
8 agreement on terms and conditions of a milestone
9 and amended the SPA to reflect them?

10 MS. TOMASCO: Objection, form.

11 A. It would have been done as a matter
12 of course, and I'm just not sure of the form.

13 Q. Do you think that there is amendment
14 to this SPA that exists that's not attached
15 hereto?

16 A. I said it would have been done, and
17 I'm not sure of the form.

18 Q. When you say, "It would have been
19 done," you mean that would have been your
20 expectation in the ordinary course?

21 Let me ask a different question,
22 Dr. Harrison, and strike that.

23 Do you, in fact, recall reaching
24 agreement with Apertor on the terms of
25 conditions of a milestone, including the number

2 of additional shares to be purchased upon its
3 achievement?

4 A. I wouldn't put that within my job
5 description.

6 My job description was to manage the
7 people reaching such agreements and then
8 discussing them with me and then determining the
9 amount to be funded to reach a certain objective
10 that we agreed was valid or invaluable and then
11 the number of shares that were purchased would
12 be based upon the amount of capital that we put
13 in on a given tranche.

14 And how those pieces were
15 memorialized I cannot tell you sitting here.

16 Q. Is it your testimony that such an
17 agreement between the company and the fund was,
18 in fact, reached for Apertor?

19 A. De facto. But by the fact of our
20 managing the company, tranching the financing in
21 per this agreement, purchasing shares,
22 constantly having information from the company,
23 agreeing on what would be done, yes.

24 Q. But to your knowledge, Apertor and
25 the fund did not enter into a formal amendment

2 to the SPA to reflect terms and conditions of 16:26
3 any additional milestones, correct? 16:26

4 MS. TOMASCO: Objection, form. 16:26

5 A. I didn't say that. 16:26

6 You said to my knowledge, they did 16:26
7 not. I'm saying, by definition, they did, and I 16:26
8 just don't -- I don't know the form. 16:27

9 Q. I don't know what you mean "by 16:27
10 definition," Dr. Harrison. 16:27

11 I'm asking you a simple question, 16:27
12 which is, you were not aware, sitting here 16:27
13 today, of any formal legal amendment to the 16:27
14 Apertor SPA reflecting the terms and conditions 16:27
15 of a, defined term, milestone, correct? 16:27

16 MS. TOMASCO: Objection, form. 16:27

17 A. As I said, the way in which we 16:27
18 operated when we wholly owned the company and 16:27
19 were managing the managers of the research was 16:27
20 to throttle in the capital very precisely, 16:27
21 especially when we were engaged in capital call 16:27
22 reductions with Rigmora when everything was 16:27
23 cooperative. 16:27

24 Each time that there was a 16:28
25 discussion of additional capital for a company 16:28

2 such as Apertor, there were new milestones
3 created, if you will, what were we going to
4 achieve with which -- with what amount of
5 capital and then shares were purchased.

6 So how all those pieces are
7 memorialized, I cannot tell you.

8 Q. You can't tell me sitting here today
9 whether those pieces were formally memorialized
10 in an amendment to the Apertor SPA, correct?

11 MS. TOMASCO: Objection to form,
12 asked and answered.

13 A. I don't really no know what the
14 formality was, but I know how we honored our
15 contracts and how we ensured that the funding
16 path was as efficient as possible.

17 And that sort of documentation is
18 all over the fund related to a given tranche of
19 funding a given portfolio company.

20 Q. Do you recall signing as the
21 managing director of the GP of the fund a formal
22 amendment to the Apertor SPA to reflect
23 milestones?

24 A. Just to go back on something, wasn't
25 this already litigated in the Chancery Court?

2 Q. Dr. Harrison, it's a factual
3 question. I'll ask it again.

4 Do you recall signing as the
5 managing director of the GP of the fund a formal
6 amendment to the Apertor SPA to reflect
7 milestones?

8 A. I don't recall.

9 But wasn't the validity of the
10 fund's commitments part of the Chancery Court's
11 decision?

12 I believe it was.

13 Q. Dr. Harrison, at the risk of
14 bringing up a sore subject, that sounds like a
15 question that you might ask your counsel.

16 A. No, I believe we could go to the
17 decision.

18 Q. There are other portfolio company
19 SPAs that have similar clauses conditioning
20 additional closings on milestones to be
21 negotiated, correct?

22 A. Correct.

23 Q. And --

24 A. They were all negotiated. They were
25 all exquisitely worked out.

2 Q. And -- 16:31

3 A. Shares were purchased in agreed-upon 16:31

4 amounts, and I don't know how all of the -- that 16:31

5 work was memorialized. 16:31

6 Q. You don't know for any of the other 16:31

7 portfolio companies whose SPAs have similar 16:31

8 clauses conditioning additional investments on 16:31

9 milestones to be negotiated whether those 16:31

10 milestones were reflected in a formal amendment 16:31

11 to the portfolio companies' SPAs, correct? 16:31

12 A. Or whether such amendment was deemed 16:31

13 necessary by counsel. I don't know. 16:31

14 Q. Let's take those questions 16:31

15 separately. 16:31

16 Let me just first ask you the 16:31

17 factual question of whether you are aware of any 16:31

18 formal legal amendments to the SPAs of any other 16:31

19 portfolio companies reflecting agreement on 16:31

20 milestones. 16:31

21 A. I don't know what the formalities 16:32

22 were in memorializing a tranche of investment 16:32

23 under an active -- actively funded portfolio 16:32

24 companies. 16:32

25 I do know what the practice was, 16:32

2 which I've tried to describe to you, which I 16:32
3 believe made the contract. 16:32

4 Q. Other than the section providing for 16:32
5 additional closings upon completion of 16:32
6 milestones, is there any other provision of the 16:32
7 Apertor SPA that you are relying on when you say 16:32
8 the fund has commitments to it? 16:32

9 MS. TOMASCO: Objection, form. 16:32

10 A. I would need to reread it, but I 16:32
11 believe this would cover the -- how the fund is 16:32
12 obligated to fund a given a portfolio company. 16:32

13 Q. And that's your understanding with 16:33
14 respect to the other portfolio companies with 16:33
15 similar clauses in their SPAs, correct? 16:33

16 MS. TOMASCO: Objection, form. 16:33

17 A. I believe that's the case, but to 16:33
18 clarify it, we would need a different kind of 16:33
19 review. 16:33

20 Q. Dr. Harrison, could you turn to 16:33
21 Section 6.14 in the Apertor SPA. 16:33

22 A. I'm there, yes. 16:33

23 Q. Dr. Harrison, 6.14 of the Apertor 16:34
24 SPA provides termination of additional closing 16:34
25 obligations and states, "The purchasers shall 16:34

2 have the right to terminate its obligations to 16:34
3 complete any additional closing if prior to the 16:34
4 occurrence thereof any of the following occurs." 16:34

5 Do you see that? 16:34

6 A. I do. 16:34

7 Q. And 6.414 -- Dr. Harrison, 16:34
8 6.14(b)(4) of the Apertor SPA provides that "The 16:34
9 purchaser shall have the right to terminate its 16:34
10 obligations to complete any additional closing 16:34
11 if the company institutes any proceedings under 16:34
12 the United States Bankruptcy Code or any other 16:34
13 federal or state bankruptcy reorganization, 16:34
14 receivership, insolvency or other similar law." 16:34

15 Do you see that? 16:34

16 A. I do. 16:34

17 Q. Acting as the general partner of the 16:34
18 fund, have you considered whether the fund 16:34
19 should exercise the termination right in 16:35
20 Section 6.14 of the Apertor SPA? 16:35

21 MS. TOMASCO: Objection, form, calls 16:35
22 for a legal conclusion. 16:35

23 It would violate the Bankruptcy 16:35
24 Code, I'm telling you right now. 16:35

25 MS. SELDEN: I'm not asking for your 16:35

2 legal conclusion, and I'm not asking for 16:35
3 Dr. Harrison's legal conclusion either. 16:35

4 Q. I'm asking as a factual matter, in 16:35
5 your role as the general partner of the fund, 16:35
6 have you considered whether the fund should 16:35
7 exercise the terminate right in 6.14 of the 16:35
8 Apertor SPA? 16:35

9 MS. TOMASCO: You can answer the 16:35
10 question to the best of your nonlegal 16:35
11 knowledge. 16:35

12 A. To the best of my nonlegal 16:35
13 knowledge, the way I read this is similar to a 16:35
14 company not meeting a milestone giving the GP 16:35
15 the right to change the funding cadence or not 16:35
16 meet funding obligations. 16:35

17 This is a GP discretionary right, 16:35
18 which we did review and chose not to exercise 16:35
19 from a business perspective. 16:35

20 Related to the legality, I can't 16:36
21 comment. 16:36

22 Q. Dr. Harrison, @@Mr. Pole has been 16:36
23 retained as an independent director of the 16:36
24 general partner of the fund, is that correct? 16:36

25 A. Yes. 16:36

2 Q. Does @@Mr. Pole have authority to 16:36
3 exercise the right to terminate under 16:36
4 Section 1.4 of the Apertor SPA? 16:36

5 MS. TOMASCO: Objection, form, calls 16:36
6 for a legal conclusion. 16:36

7 Q. To the best of your knowledge, could 16:36
8 @@Mr. Pole as independent director review 16:36
9 Section 6.14 and elect to exercise that right? 16:36

10 A. I don't know. 16:36

11 Q. Other debtor portfolio companies 16:36
12 contain provisions similar or equivalent to 16:36
13 Section 6.14 of the Apertor SPA, correct? 16:36

14 A. Well, I'm not sure, but we tended to 16:37
15 have a more or less standard form that we use. 16:37
16 So it stands to reason, but I can't comment 16:37
17 exactly because it's not in front of me. 16:37

18 Q. Prior to filing the fund for 16:37
19 Chapter 11, did you review the portfolio company 16:37
20 SPA to see if the fund had the ability to 16:37
21 terminate any funding obligations? 16:37

22 A. I myself, no. 16:37

23 Q. Prior to filing the fund for 16:37
24 Chapter 11, did the general partner of the fund 16:37
25 review the portfolio company's SPA to see if the 16:37

2 fund had the ability to terminate any funding
3 obligations?

4 MS. TOMASCO: Objection, form.

5 A. I did not specifically review each
6 and every SPA to make that determination.

7 I was much more focused on the value
8 side and understanding how value could be
9 preserved and what the plan would be to create a
10 valuable portfolio going forward.

11 Q. You didn't consider prior to filing
12 the fund for Chapter 11 whether the fund had the
13 right to terminate what you believe its funding
14 obligations were to the portfolio companies?

15 MS. TOMASCO: Objection to form,
16 asked and answered.

17 A. I considered as a managing director
18 of the general partner all aspects of the
19 funding commitments that we had in the portfolio
20 with advice of counsel across many dimensions,
21 including this.

22 Q. Did you consider that if the fund
23 exercised a right to terminate its funding
24 obligations to the portfolio companies, it would
25 not have \$221 million in outstanding obligations

2 in your view?

16:39

3 MS. TOMASCO: Objection, form.

16:39

4 Are you suggesting that the debtor
5 should have violated the ipso facto
6 clauses?

16:39

16:39

16:39

7 Calls for a legal conclusion, and
8 assumes that the funds would have had that
9 right notwithstanding the bankruptcy code.

16:39

16:39

16:39

10 You can answer to the extent of your
11 knowledge.

16:39

16:39

12 A. Could you ask, please, the question
13 again?

16:39

16:39

14 Q. Did you consider that if the fund
15 exercised a right to terminate its funding --
16 let me strike that. I'll ask you a different
17 question, Dr. Harrison.

16:40

16:40

16:40

16:40

18 Did you consider whether the fund
19 could alleviate what you believed were
20 \$221 million in outstanding obligations by
21 terminating those obligations under the terms of
22 its SPAs?

16:40

16:40

16:40

16:40

16:40

23 MS. TOMASCO: Objection, form,
24 assumes facts not in evidence, calls for a
25 legal conclusion.

16:40

16:40

16:40

2 A. I can give you my business view, if 16:40
3 you would like, but I don't know that it's 16:40
4 answering the question. 16:40

5 Q. Yes. Dr. Harrison, did you consider 16:40
6 as the managing director of the GP in your 16:40
7 business capacity whether you could relieve what 16:41
8 you believed were \$221 million in outstanding 16:41
9 obligations of the fund by terminating those 16:41
10 obligations under the portfolio company SPAs? 16:41

11 MS. TOMASCO: Objection, form, calls 16:41
12 for a legal conclusion, assumes facts not 16:41
13 in evidence. 16:41

14 A. So I would really like to cooperate 16:41
15 and answer the question that I think you're 16:41
16 asking, but if I had to give it a strict answer, 16:41
17 my answer is of course not, and my business 16:41
18 logic would support that. 16:41

19 It depends on, you know, where you 16:41
20 want me to go. 16:41

21 Q. I want you to give me a truthful 16:41
22 answer whether you considered that alternative 16:41
23 on behalf of the fund prior to filing it for 16:41
24 Chapter 11. 16:41

25 A. No. 16:41

2 I considered what the value was, and 16:41
3 as you know, we fundamentally disagreed with 16:42
4 Rigmora's assertions that many of these 16:42
5 potentially valuable assets should be 16:42
6 liquidated. And nothing changed in our view. 16:42

7 I'm sorry, you don't seem to be 16:42
8 listening, so I'll hold. 16:42

9 Q. I'm listening, Dr. Harrison, and I 16:42
10 can see your answer on the transcript. 16:42

11 But I -- 16:42

12 A. Nothing changed in our view, and if 16:42
13 anything, our view had been honed by the need to 16:42
14 be highly selective among valuable projects of 16:42
15 those projects we took forward. 16:42

16 So no, I did not think at all about 16:42
17 sort of selectively annihilating projects the 16:42
18 way Rigmora wanted. It was not in my thinking, 16:43
19 and it is not in my thinking. 16:43

20 When you say, "alleviate the fund," 16:43
21 it is the fund's job to fund those potentially 16:43
22 valuable opportunities and using our management 16:43
23 team to turn them into more value. 16:43

24 And the purpose of filing Chapter 11 16:43
25 was to reorganize the fund and its entities to 16:43

2 continue to do its job and generate value. 16:43

3 So your question is anathema. 16:43

4 That's my business answer. I 16:43
5 apologize if it doesn't go right on point to 16:43
6 your question. If you want a technical answer, 16:43
7 the answer is no, but I gave my reasons. 16:43

8 Q. Your answer to my question of 16:44
9 whether as the GP of the fund you considered 16:44
10 exercising any right the fund might have to 16:44
11 terminate its obligations to fund under the 16:44
12 portfolio company SPAs is no, right? 16:44

13 A. Let me help you. Absolutely not. 16:44
14 The projects had already been so 16:44
15 concentrated, so burned down by the lack of 16:44
16 funding. There was only value to create. 16:44

17 Q. Dr. Harrison, at paragraph 23 of 16:44
18 your first day declaration, you state that the 16:44
19 LPA establishes the partnership's core mission 16:44
20 "to invest in pharmaceutical, medical device and 16:44
21 other medically related companies and business 16:44
22 projects." 16:44

23 Do you recall saying that? 16:44

24 A. Well, I'm getting there. 16:44

25 MS. TOMASCO: I'm sorry, which 16:44

2	paragraph?	16:44
3	A. Paragraph 23?	16:44
4	Q. Yes.	16:45
5	A. Which I believe is on page 14?	16:45
6	13 -- 12, 13.	16:45
7	Q. At the end of paragraph 23 on	16:45
8	page 13 of your first day declaration, you	16:45
9	reference the LPA to describe the fund's core	16:45
10	mission, correct?	16:45
11	A. Yes.	16:45
12	Q. And are you aware, Dr. Harrison,	16:45
13	that your counsel stated on the record at the	16:45
14	December 30 hearing in this case that "This	16:45
15	company is quite different than your usual	16:45
16	debtor and debtor-in-possession in that its	16:45
17	function is not to make money but to fund	16:45
18	portfolio companies who are innovating and	16:45
19	creating cures for various diseases and	16:45
20	maladies."	16:45
21	Do you agree with that statement by	16:45
22	the debtors' counsel?	16:45
23	A. That it's not --	16:45
24	MS. TOMASCO: Objection to form.	16:45
25	A. Not to make money? No, I disagree	16:45

2 with that statement.

16:45

3 Q. One of the goals of the fund is to
4 make money for its investors, correct?

16:45

16:46

5 A. Yes.

16:46

6 Q. And you have made quite a bit of
7 money for your investors over the years,
8 correct?

16:46

16:46

9 A. When I'm not dissipating funds and
10 doing other horrible things, as the Rigmora
11 @@piece like to state.

16:46

16:46

12 Q. You agreed that one of the goals of
13 this investment fund is to make returns on its
14 investments and generate those returns for the
15 benefit of the limited partners of the fund,
16 correct?

16:46

16:46

16:46

16:46

16:46

17 A. Yes, in a particular investment
18 style, yes, absolutely.

16:46

16:46

19 And we did that.

16:46

20 Q. Dr. Harrison, I'll mark as
21 Exhibit 12 the Series A preferred stock purchase
22 agreement dated August 11, 2021 of Evercrisp
23 Biosciences Inc.?

16:46

16:46

16:46

16:47

24 (Exhibit 12, Series A preferred
25 stock purchase agreement dated August 11,

16:47

16:47

2	2021 of Evercrisp Biosciences Inc., marked	16:47
3	for identification, as of this date.)	16:47
4	Q. Dr. Harrison, do you recognize the	16:47
5	Evercrisp SPA?	16:47
6	A. I do.	16:47
7	Q. You have seen that document before?	16:47
8	A. Yes.	16:47
9	Q. And, Dr. Harrison, if you turn to	16:47
10	Section 1.3(c) of the Evercrisp Series A	16:47
11	preferred stock purchase agreement, do you see	16:47
12	that is a provision that refers to additional	16:47
13	closings based on milestones similar to	16:47
14	Section 1.3(c) in the Apertor SPA.	16:47
15	Do you see that?	16:47
16	A. I do, yes.	16:47
17	Q. And Section 1.3(c) of the Evercrisp	16:47
18	SPA also provides for additional closings on	16:48
19	additional shares upon the company's achievement	16:48
20	of certain milestones to be negotiated in good	16:48
21	faith by the company and the purchaser after the	16:48
22	initial closing, each, a milestone.	16:48
23	Do you see that?	16:48
24	A. I do, yeah.	16:48
25	Q. And the Evercrisp SPA in	16:48

2 Section 1.3(c) also goes on to say that 16:48
3 "Following agreement by the company and the 16:48
4 purchaser of the terms and conditions of a 16:48
5 milestone, including the number of additional 16:48
6 shares to be so purchased upon the achievement 16:48
7 of such milestone, the company and the purchaser 16:48
8 will amend this agreement to reflect such terms 16:48
9 and conditions of such agreed-upon milestones, 16:48
10 including the number of additional shares to be 16:48
11 so purchased upon the achievement of such 16:48
12 milestones." 16:48

13 Do you see that? 16:48

14 A. I do. 16:48

15 Q. To your knowledge was there ever a 16:48
16 formal amendment executed by Evercrisp and the 16:49
17 purchaser reflecting agreement on milestones as 16:49
18 described in Section 1.3(c)? 16:49

19 A. All the answers here are the same as 16:49
20 for Apertor. The way we proceeded was to manage 16:49
21 the research closely, tranching the funds 16:49
22 carefully, fully memorialize what was being done 16:49
23 in multiple documents on multiple levels in 16:49
24 multiple conversations and then buy shares. 16:49

25 I do not know if formally this was 16:49

2 done. And I'm sure we can get you an answer as 16:49
3 to what exactly was done, but I don't have that 16:49
4 at -- in my knowledge sitting here today for 16:49
5 Apertor or for Evercrisp or for any similar 16:49
6 deal. 16:50

7 Q. Dr. Harrison, if I represent to you 16:50
8 that the SPAs for Initial, Red Queen and Deep 16:50
9 Apple all contain Sections 1.3(c) that are the 16:50
10 same in sum or substance as the Apertor and 16:50
11 Evercrisp Section 1.3(c) sections, would you 16:50
12 give me the same answer that you don't know one 16:50
13 way or the other whether those SPAs were 16:50
14 formally amended to reflect agreement on all of 16:50
15 them? 16:50

16 MS. TOMASCO: Object to form. 16:50

17 A. The answer I gave, which is the 16:50
18 answer that I would give, assuming that what you 16:50
19 represent is true, is that I do not know how 16:50
20 formally we memorialized ongoing tranching in 16:50
21 any given stock purchase agreement that we were 16:51
22 funding incrementally according to this sort of 16:51
23 provision, except that it was heavily 16:51
24 documented, heavily discussed -- if you want to 16:51
25 call it negotiation -- and the shares were 16:51

2 purchased.

16:51

3 Q. For any company for which the SPA
4 provides for a negotiation and agreement of
5 milestones to be reflected in an amendment that
6 identifies the number of shares to be purchased
7 upon achievement of that milestone, where would
8 I look to find the number of shares that were to
9 be purchased and the milestone that would
10 trigger that purchase?

16:51

16:51

16:51

16:51

16:51

16:51

16:52

16:52

11 A. We tended to keep around flat or in
12 such a way as to keep certain individuals
13 undiluted through a Series A financing, since
14 that was our commitment, and Dan Finkelman and
15 the CFO would have managed that entire
16 apparatus.

16:52

16:52

16:52

16:52

16:52

16:52

17 So I don't know exactly where you
18 would need to look, but I know that it's there.

16:52

16:52

19 Q. Dr. Harrison, is it your testimony
20 that there is a signed, executed formal
21 amendment to the SPA for each of Evercrisp,
22 Initial, Red Queen, Deep Apple and Apertor
23 reflecting agreement between that company and
24 the fund on the number of additional shares to
25 be purchased upon achievement of a negotiated

16:53

16:53

16:53

16:53

16:53

16:53

16:53

2 and agreed-upon milestone? 16:53

3 A. I don't know if such things exist, 16:53

4 and I'm sure we can check, but the shares are 16:53

5 purchased incrementally so the milestones emerge 16:53

6 one at a time, and one is -- that's what one is 16:53

7 funding to. So -- you know, with full agreement 16:53

8 and transparency between the company and the 16:53

9 fund. 16:53

10 So I really can't answer your formal 16:54

11 question, but I can certainly address the 16:54

12 business logic, which I've now done and at least 16:54

13 three times. 16:54

14 I could do it again if you would 16:54

15 like. 16:54

16 Q. And to be clear, I'm not trying to 16:54

17 ask you to repeat the business logic for me. I 16:54

18 get it. 16:54

19 I am trying to understand the 16:54

20 literal factual question of whether there is a 16:54

21 formal legal amendment to the SPAs for each of 16:54

22 Apertor, Evercrisp, Initial, Red Queen and Deep 16:54

23 Apple that reflect agreement upon milestones and 16:54

24 the number of additional shares to be purchased 16:54

25 upon achievement of that milestones. 16:54

2 Does such a formal legal amendment 16:54
3 exist for any of those companies' SPAs to your 16:54
4 knowledge? 16:54

5 A. I don't know, and I don't know if it 16:54
6 matters. 16:54

7 MS. SELDEN: Ms. Tomasco, to the 16:54
8 extent that there is any amendment to any 16:54
9 SPA for Apertor, Evercrisp, Initial, Red 16:54
10 Queen, Deep Apple or any other portfolio 16:55
11 company on which debtors are relying for 16:55
12 any assertion of a commitment to fund, we 16:55
13 ask that it be promptly produced tomorrow 16:55
14 morning in advance of a Thursday hearing. 16:55

15 A. Wait, this -- I have to address 16:55
16 something here, if you don't mind. 16:55

17 The ongoing commitment is not 16:55
18 memorialized in advance. What you're talking 16:55
19 about here is memorializing historical funding. 16:55

20 It absolutely -- there is no 16:55
21 forward-looking milestone set that emerges from 16:55
22 these discussions. It's what is the next piece 16:55
23 of funding, and that is then -- however it is 16:55
24 handled formally, it has nothing to do with the 16:55
25 remaining funding, which is to be determined. 16:55

2 Q. So if I were looking ahead for how 16:55
3 much funding is to be due upon achievement of a 16:56
4 milestone, there is no forward-looking milestone 16:56
5 to see with respect to any of these five 16:56
6 portfolio companies, is that correct? 16:56

7 A. In the formal legal sense as 16:56
8 described here, no. 16:56

9 In the sense of there being research 16:56
10 plans and presentations and discussions, as I'm 16:56
11 sure you've seen, and forecasts for each 16:56
12 company, assuming the funding is available, 16:56
13 they're ample. 16:56

14 Q. But you couldn't identify for me 16:56
15 sitting here today a milestone for Apertor, 16:56
16 Evercrisp, Initial, Deep Apple or Red Queen in 16:56
17 the future, the accomplishment of which would 16:56
18 trigger a funding obligation under the terms of 16:56
19 that company's SPA, correct? 16:57

20 A. If I could identify milestones for 16:57
21 each of those companies that we will fund, 16:57
22 assuming we have the funds, and how that would 16:57
23 be formally memorialized is how it would be 16:57
24 formally memorialized. 16:57

25 But the idea of having the capacity 16:57

2 to fund these companies which have research 16:57
3 programs at the start and then have emerging 16:57
4 clinical programs that you can only fund as they 16:57
5 emerge, that's there and we've, you know, been 16:57
6 waiting to be able to fund those programs across 16:57
7 the portfolio as soon as we have the funding. 16:57

8 We know exactly what they are. And 16:57
9 we believe that we have budgets to fund such 16:57
10 programs and contracts between the companies and 16:57
11 the fund, which those budgets should fulfill. 16:57

12 Q. Dr. Harrison, sitting here today, if 16:57
13 one were to try to identify the milestone for 16:58
14 Apertor that would require in your view 16:58
15 additional funding for Apertor, where would I 16:58
16 look to find that milestone? 16:58

17 A. Hundreds of places. 16:58

18 Q. Name one. 16:58

19 A. Apertor's presentation which you 16:58
20 just got in discovery for example. 16:58

21 It's right there. I mean -- I mean, 16:58
22 board books and forecasts and emails and 16:58
23 discussions, and I mean, honestly, that's what 16:58
24 we do. 16:58

25 But this is historical. This is not 16:58

2 forward looking. 16:58

3 Q. When you say, "this," what do you 16:58
4 mean? 16:58

5 A. This paragraph (c), 1.3(c) is 16:58
6 historical. Once you determine what the 16:58
7 milestone is, then you buy the shares at a 16:58
8 certain price. That's what that says. 16:59

9 Q. Once you determine what the 16:59
10 milestone is? 16:59

11 A. Yes. 16:59
12 And you determine the milestone in 16:59
13 good faith working with the company, which we 16:59
14 do -- 16:59

15 Q. And did you -- 16:59

16 A. -- and we are obligated to do. 16:59

17 I believe it says shall sell and 16:59
18 shall negotiate. So like that's an obligation. 16:59

19 Q. Dr. Harrison, if you identify the 16:59
20 milestone for Apertor, did you memorialize that 16:59
21 in a formal amendment to the Apertor SPA? 16:59

22 A. It doesn't say that's what we need 16:59
23 to do. That's not what it says. 16:59

24 It says once a milestone has been 16:59
25 agreed to in good faith, which shall be done by 16:59

2 both parties, then shares will be purchased 16:59
3 commensurate with the amount of funding that the 16:59
4 milestone requires. 16:59

5 Q. Dr. Harrison, my question is not 16:59
6 whether the contract says that's what you need 16:59
7 to do or not. 16:59

8 A. I thought it was. 16:59

9 Q. My question is just whether you, in 16:59
10 fact, did that. 16:59

11 Let me ask it again. 16:59

12 Dr. Harrison -- 16:59

13 A. Whether we memorialized historically 16:59
14 what we did? 17:00

15 Q. No. 17:00

16 My question is -- look, very simple, 17:00
17 which is -- let me strike that question. 17:00

18 Do you have in front of you, 17:00
19 Dr. Harrison, Exhibit 12, which is the Evercrisp 17:00
20 SPA? 17:00

21 A. Yes. 17:00

22 Q. And, Dr. Harrison, do you see on the 17:00
23 pages Bates numbered ATP_1094 and 1095 two 17:00
24 signature pages. 17:00

25 A. Yes. 17:00

2 Q. And on behalf of the company on the 17:00
3 page ending 1094, there are zero signs. 17:00

4 Do you see that? 17:00

5 A. I do. 17:00

6 Q. And on the behalf of the purchaser 17:00
7 on page 1095, you signed. 17:00

8 Do you see that? 17:00

9 A. I do. 17:01

10 Q. Did you and Dr. @@layer rose sign a 17:01
11 formal amendment to the Evercrisp SPA 17:01
12 memorializing agreement between the company and 17:01
13 the purchaser with respect to milestones and the 17:01
14 number of additional shares to be purchased upon 17:01
15 their completion? 17:01

16 A. And you're saying this without 17:01
17 reference to the contract. 17:01

18 Why would we have done that? 17:01

19 Q. Is the answer to my question no? 17:01

20 A. Why would we have done that if it is 17:01
21 not in the contract? 17:01

22 We make business plans all the time 17:01
23 and fund them. 17:01

24 Q. Dr. Harrison, if the answer is no, 17:01
25 just say that. You are here under oath to give 17:01

2 truthful testimony.

17:01

3 A. I am, and --

17:01

4 Q. Do you read --

17:01

5 A. -- I'm truthfully reading that this
6 is a historical requirement. This is saying, if
7 you agree -- once you agree on the milestone,
8 this is what you do. You fund the milestone,
9 you buy a number of shares that's reasonably
10 negotiated, which shall be negotiated by both
11 sides.

17:01

17:01

17:01

17:01

17:01

17:01

17:01

12 Whether or not the thing is formally
13 amended to reflect the history, I don't know.

17:01

17:02

14 But it doesn't say anything that
15 say, oh, at a given time, you have to put
16 forward the entire path of what the funding is
17 going to be because that would be impossible in
18 these companies, which is why it doesn't say
19 that.

17:02

17:02

17:02

17:02

17:02

17:02

20 Q. It sounds to me, Dr. Harrison, like
21 you Dr. @layer rose did not, in fact, enter a
22 formal signed amendment to the SPA for
23 Evercrisp, is that correct?

17:02

17:02

17:02

17:02

24 MS. TOMASCO: Objection, form.

17:02

25 This has been asked and answered

17:02

2	like a lot and he has given you his	17:02
3	misunderstanding. And you're	17:02
4	mischaracterizing what the agreement	17:02
5	requires.	17:02
6	MS. SELDEN: I'm not making any	17:02
7	characterization --	17:02
8	MS. TOMASCO: Yes, you are.	17:02
9	MS. SELDEN: -- what the agreement	17:02
10	is required. I'm asking a factual	17:02
11	question, and the factual question is a	17:02
12	simple one.	17:02
13	MS. TOMASCO: He said he doesn't	17:02
14	know.	17:02
15	A. No, I said -- the factual question	17:02
16	might as well be did I paint the barn green. It	17:02
17	is irrelevant.	17:02
18	It doesn't say anything about it in	17:02
19	the contract. It's not what we did. It wasn't	17:02
20	our practice.	17:02
21	I'm sorry, I don't like -- no.	17:02
22	Q. So if I understand you correctly,	17:03
23	Dr. Harrison, it was not your practice to enter	17:03
24	formal signed amendments to the SPAs upon	17:03
25	reaching agreement, if any, with respect to	17:03

2 milestones, is that correct? 17:03

3 MS. TOMASCO: Objection to form. 17:03

4 A. No. And that's not what the 17:03

5 agreement says. 17:03

6 The agreement says that for each 17:03

7 milestone, you're going to reasonably agree and 17:03

8 buy shares and continue to work the company and 17:03

9 then in good faith and with all of your 17:03

10 experience and knowledge working with the 17:03

11 company eke out the research plan and continue 17:03

12 to fund along it memorializing each milestone. 17:03

13 It doesn't say that at any given 17:03

14 time you must put forward a pattern of 17:03

15 milestones that you are going to fund along with 17:03

16 the number of shares that you are going to buy 17:03

17 and then put that as an amendment to the 17:03

18 agreement. It doesn't say that, and it's not 17:03

19 what we did. 17:03

20 MS. TOMASCO: We have been going for 17:04

21 about an hour. Do we want to take a 17:04

22 break? 17:04

23 Q. Dr. Harrison, if you would like to 17:04

24 take a break, I'm happy to do that. I have a 17:04

25 couple of follow-up questions about a slightly 17:04

2 different topic but something that relates to 17:04
3 this, which I could do now or after the break. 17:04

4 Which would you prefer? 17:04

5 A. I think a break would be nice. 17:04

6 MS. SELDEN: Okay. Let's go off the 17:04
7 record. 17:04

8 THE VIDEOGRAPHER: We're off the 17:04
9 record at 5:03 p.m. 17:04

10 (Recess.) 17:04

11 THE VIDEOGRAPHER: We are on the 17:27
12 record at 5:26 p.m. 17:27

13 BY MS. SELDEN: 17:27

14 Q. Dr. Harrison, do you recall 17:28
15 testifying at the second day hearing on 17:28
16 January 2 that the management of each portfolio 17:28
17 company had prepared or provided written 17:28
18 materials related to its requests for funding 17:28
19 before the Bankruptcy Court? 17:28

20 A. Yes. 17:28

21 Q. And is it your understanding that 17:28
22 counsel has collected from you any and all 17:28
23 written materials related to the request for 17:28
24 funding from the portfolio companies? 17:28

25 MS. TOMASCO: Objection, form. 17:28

2 A. I believe so, yes. 17:28

3 Q. Is it your understanding that 17:28

4 counsel has produced to the Rigmora LPs anything 17:28

5 you referred to in your testimony on January 20? 17:28

6 MS. TOMASCO: Objection, form. 17:28

7 A. I believe so, anything that wasn't 17:28

8 privileged. 17:28

9 MS. SELDEN: Ms. Tomasco, can you 17:28

10 confirm on the record that you have 17:28

11 produced everything requested by the 17:28

12 Rigmora LPs and the subject of the motion 17:29

13 to compel heard by Judge Silverstein last 17:29

14 week? 17:29

15 MS. TOMASCO: Subject to the 17:29

16 responses and objections to those 17:29

17 requests, those have been produced, my 17:29

18 understanding. 17:29

19 Q. Dr. Harrison, were written materials 17:29

20 provided to you by email? 17:29

21 A. Which written materials? 17:29

22 Q. Written materials from the portfolio 17:29

23 companies related to their requests for funding 17:29

24 in the Chapter 11 cases, were they provided to 17:29

25 you by email? 17:29

2 A. We had ongoing dialogues with 17:29
3 companies. I recall that because of Rigmora's 17:29
4 defaults, we were drip feeding them. We had 17:29
5 full knowledge of their cash needs in order to 17:29
6 survive and full knowledge of their cash needs 17:29
7 in order to pursue the research programs. 17:29

8 I don't know exactly the form of 17:29
9 communication that any given portfolio companies 17:29
10 request, as you put it, took. 17:30

11 Q. Dr. Harrison, my question is just 17:30
12 when you received written materials from the 17:30
13 portfolio companies, was email the means by 17:30
14 which you received them? 17:30

15 A. It might be, yes. 17:30

16 MS. SELDEN: Ms. Tomasco, your most 17:30
17 recent productions didn't include any 17:30
18 emails to Dr. Harrison of any materials 17:30
19 from any of the portfolio companies 17:30
20 related to their funding requests, so we 17:30
21 would ask @@others to revisit that 17:30
22 production, and we will consider whether 17:30
23 debtors remain in breach of the Court's 17:30
24 order granting our motion to compel their 17:30
25 production. We have not seen anything of 17:30

2	the like.	17:30
3	Q. Dr. Harrison, let's turn back to	17:30
4	Exhibit 9, which is your first day declaration.	17:30
5	And if you could turn to	17:31
6	paragraph 17 on page 10.	17:31
7	In your first day declaration in	17:31
8	paragraph 17, you state that "The debtors now	17:31
9	seek the Bankruptcy Court's protection to	17:31
10	preserve their valuable PortCo, potentially	17:31
11	bring in new investors to replace the defaulting	17:31
12	limited partners and maximize value for all	17:31
13	shareholders."	17:31
14	Do you see that?	17:31
15	A. Yes.	17:31
16	Q. How would you replace the LPs -- the	17:31
17	Rigmora LPs with new investors?	17:31
18	A. I don't know. I mean, it's a puzzle	17:31
19	that we're trying to solve to make sure that all	17:31
20	parties under the LPA get fairly paid out under	17:31
21	the circumstances and that the companies are	17:31
22	able to continue and ultimately thrive.	17:31
23	That's what we are working out in	17:32
24	our plan of reorganization.	17:32
25	Q. Are you planning on somehow bringing	17:32

2 in new limited partners to the fund?

17:32

3 A. It's certainly one consideration. I
4 mean, the reorganization requires funding, and
5 more importantly, the companies require funding
6 and then the ability to access later stage
7 equity markets, unencumbered, let's say, by the
8 current circumstances.

17:32

17:32

17:32

17:32

17:32

17:32

9 So that is what our plan needs to
10 address.

17:32

17:32

11 Q. Are you planning on transferring the
12 portfolio companies to a new fund?

17:32

17:32

13 A. Am I planning on doing that? No, I
14 am not planning on doing that.

17:32

17:32

15 Q. Any exit strategy of the debtors in
16 the Chapter 11 cases is to effectuate a divorce
17 of the Rigmora LPs from you and the GP, is that
18 correct?

17:32

17:32

17:33

17:33

19 MS. TOMASCO: Objection, form.

17:33

20 A. I don't know what you mean.

17:33

21 Q. Are you aware that debtors in their
22 opposition to the motion to dismiss stated that
23 their exit strategy would give Rigmora a divorce
24 from Dr. Harrison?

17:33

17:33

17:33

17:33

25 A. If those are the words that were

17:33

2 used, then certainly it's mutually desired. 17:33

3 Q. And do you agree with that 17:33
4 characterization by your counsel of the goal of 17:33
5 this Chapter 11? 17:33

6 MS. TOMASCO: Objection, form. 17:33

7 A. I don't believe that -- so I didn't 17:33
8 write that document, but I don't believe that 17:33
9 their use of the word "divorce" describes the 17:33
10 goal of the Chapter 11, nor is it. 17:33

11 The goal of the Chapter 11 is to 17:33
12 preserve the value and enable the value to be 17:34
13 built from here and to enable all parties to the 17:34
14 LPA to be treated fairly. 17:34

15 Q. Do you believe that in filing for 17:34
16 Chapter 11, you were acting in the interests of 17:34
17 all parties to the LPA? 17:34

18 A. Yes. 17:34

19 Q. Do you believe that the Chapter 11 17:34
20 cases are being conducted in the interests of 17:34
21 all parties to the LPA? 17:34

22 A. Yes. 17:34

23 Q. Do you believe the fund's Chapter 11 17:34
24 case in particular is being conducted in the 17:34
25 interest of the all parties to its LPA? 17:34

2 A. Yes. 17:34

3 Q. Do you believe the GP's Chapter 11 17:34
4 case is being conducted in the interests of all 17:34
5 parties to the LPA? 17:34

6 A. Yes. 17:34

7 Q. Do you believe the Chapter 11 cases 17:34
8 are in the shared interest of the GP, the fund 17:34
9 and the limited partners? 17:35

10 A. And the portfolio companies, yes. 17:35
11 Or the fund insofar as it's comprised of its 17:35
12 investments. 17:35

13 Q. Do you believe that the shared 17:35
14 interest continued throughout the course of 17:35
15 these Chapter 11 cases? 17:35

16 MS. TOMASCO: Objection, form. 17:35

17 A. I'm not sure how to answer your 17:35
18 question because it presumes that I understand 17:35
19 what the course of these Chapter 11 cases will 17:35
20 be, which I don't. 17:35

21 Q. Prior to deciding to file the funds 17:35
22 for Chapter 11, you started contacting potential 17:35
23 investors as substitute LPs, correct? 17:35

24 MS. TOMASCO: Objection, form. 17:35

25 A. That's a pretty decent size 17:35

2 conflation or condensation of events.

17:36

3 So if you could be more precise in
4 your question and the timing of events, I'm
5 happy to answer.

17:36

17:36

17:36

6 Q. During the course of 2025, prior to
7 filing the fund for Chapter 11, you contacted
8 potential investors to see if they would be
9 interested in substituting for the Rigmora LPs
10 with respect to the portfolio of the fund's
11 investments, correct?

17:36

17:36

17:36

17:36

17:36

17:36

12 MS. TOMASCO: Objection, form.

17:36

13 A. So during the course of 2025, I
14 contacted a number of investors to discuss if
15 there were a court-approved process, would there
16 be interest in supporting the portfolio with new
17 LP money.

17:36

17:36

17:36

17:36

17:37

18 That proved to be difficult given
19 the cloud of litigation, and I chose not to
20 pursue it because it seemed like it would be a
21 waste of time.

17:37

17:37

17:37

17:37

22 So by the time we had determined to
23 file the Chapter 11, those conversations were
24 dormant or let lapse for the most part I would
25 say.

17:37

17:37

17:37

17:37

2 Q. I would like to mark as Exhibit 13 a 17:37
3 document with a cover email from Dr. Harrison to 17:37
4 Joseph Yanchik dated July 18, 2025 titled "Take 17:38
5 a look," and attached March 11, 2025, Bates 17:38
6 number ATPBK_18225 through 18239. 17:38

7 (Exhibit 13, document, Bates stamped 13:13
8 ATPBK_18225, marked for identification, as 13:13
9 of this date.) 13:13

10 Q. Dr. Harrison, do you recognize this 17:38
11 document? 17:38

12 A. Yeah. It's dated March of 2025. 17:38

13 Q. Yes. 17:38

14 What is it? 17:38

15 A. At that time, it was an attempt to 17:38
16 market should we be able to based upon court 17:38
17 processes the portfolio more or less to a new 17:38
18 group of LPs. 17:39

19 And it took different forms. This 17:39
20 one was the idea of doing -- doing it through 17:39
21 different SPVs and structuring each SPV 17:39
22 thematically. As you know the portfolios so 17:39
23 well, there are certain themes that emerge, such 17:39
24 as neurology or oncology or what have you. 17:39

25 So we were thinking of enabling 17:39

investors to come in with narrow slices on SPVs rather than the entire portfolio.

Let me just see.

Yeah, that's what that was.

Q. So if you turn to the page ending in Bates number 18226, this is the cover page of this deck, correct?

A. Yes.

Q. And it's dated March 11, 2025, correct?

A. Yes.

Q. And it's titled "ATP SPV Investment Opportunity."

Right?

A. Right.

Q. "SPV" is a reference to special purpose vehicle, is that right?

A. Correct, yes.

Q. And, Dr. Harrison, if you turn to page 10 of the deck, which is the page ending in Bates number 18 --

A. Wait, wait.

Q. 235.

A. Wait, wait, wait, wait.

2 Yeah, no, this -- I know what this 17:40
3 was. This was an attempt to give @@Dimitri 17:40
4 pharma and to create other SPVs that other 17:40
5 groups would be interested in. 17:40

6 So this was from March. This is 17:41
7 before we realized that Yuri had embarked upon 17:41
8 his plan to destroy the fund. So we were under 17:41
9 the naive assumption that we were operating in 17:41
10 some harmony, and that's what this was about. 17:41
11 That's why it says "ATP pharma." That's for 17:41
12 Rigmora. 17:41

13 So this was an attempt to create a 17:41
14 concordance. So at this time, it wasn't in any 17:41
15 way attempting to replace the Rigmora LPs 17:41
16 because we didn't know they were defaulting yet. 17:41

17 Q. Looking at page 10 of the deck, 17:41
18 which is on the page ending in Bates number 17:41
19 18235, that's titled "ATP LSV restructuring from 17:41
20 the single LP fund into the multi LP SPV 17:41
21 platform." 17:41

22 Do you see that? 17:41

23 A. Yes. 17:41

24 Q. Was the idea to move the early stage 17:41
25 companies into an SPV for third-party investors 17:41

2 and leave the Rigmora LPs as the full investors 17:41
3 in the clinical page -- 17:42

4 A. No. No, not at all. 17:42

5 The Rigmora investors are referred 17:42
6 to by the square on the left, "SLP." That's 17:42
7 what they wanted to be called, the special 17:42
8 limited partner or the subject limited partner. 17:42

9 So that's -- this was just a paper 17:42
10 sketch. It wasn't a -- it wasn't a -- like a -- 17:42
11 something we agreed to. It was something that 17:42
12 we were thinking of proposing and we sort of 17:42
13 discussed. 17:42

14 Q. Did you ever use this deck to pitch 17:42
15 the idea of an SPV to new investors? 17:42

16 A. Probably. 17:42

17 Q. Did you use this deck to pitch this 17:42
18 particular structure to new investors? 17:42

19 A. I think so. 17:42

20 Q. One of the concepts reflected in 17:42
21 this structure is to group together on the one 17:42
22 hand pharma companies, and on the other hand 17:42
23 neurodegenerative disease-focused companies and 17:42
24 oncology companies, is that correct? 17:43

25 A. I can describe it to you. I -- 17:43

2 honestly, I don't think you're describing it 17:43
3 well in your question. 17:43

4 So if you would like me to tell you 17:43
5 what it says, I will, but it's not what you are 17:43
6 asking. 17:43

7 Q. Dr. Harrison, what in your view is 17:43
8 the structure sketched out on page 10 of 17:43
9 Exhibit 13 meant to accomplish? 17:43

10 A. In my view, because I wrote it, I'll 17:43
11 try to remember. 17:43

12 So what this says is that certain -- 17:43
13 certain companies based upon a decade of 17:43
14 conversations with @@Dimitri, we understood 17:43
15 could have high interest. 17:43

16 And the idea you may recall was 17:43
17 twofold, to create a pharmaceutical company that 17:43
18 would be family owned, and using a venture 17:43
19 model -- you may recall that was the purpose of 17:44
20 our business relationship -- and immediately for 17:44
21 Rigmora to generate funding to create that 17:44
22 pharma company using a loan that they would get 17:44
23 from the royalty pass through. 17:44

24 And so, you know, what was AT pharma 17:44
25 was quite the buzz in the first quarter, and 17:44

2 this was a concept which said that you could set 17:44
3 up several SPVs for Rigmora -- Dimitri was 17:44
4 particularly interested in genetic medicine, so 17:44
5 that -- that's why your parsing by early and 17:44
6 late stages doesn't work because, for example, 17:44
7 Evercrisp was in that bucket. He was very 17:44
8 excited about backing Jennifer Doudna. And 17:44
9 there was an oncology late stage SPV. 17:44

10 We had talked about the idea of 17:45
11 potentially putting some of the earlier stage 17:45
12 oncology assets in the oncology SPV, and that 17:45
13 was up for discussion. This one just kept it 17:45
14 simple. 17:45

15 And then there were certain 17:45
16 companies that we might want to hold that would 17:45
17 not necessarily be merged eventually into some 17:45
18 pharma company. 17:45

19 ATVM would be the management company 17:45
20 of the whole works, and over time, the team that 17:45
21 managed the SPVs would also be harvesting assets 17:45
22 from the SPVs on the left, if you will, to 17:45
23 integrate into this pharma company. 17:45

24 And then the ones that didn't fit in 17:45
25 for one reason or another, those would go into 17:45

2 other SPVs, and we kind of understood that 17:45
3 Rigmora was not really seeing it in 17:45
4 neurodegenerative diseases. 17:45

5 And so for this model, we put those 17:46
6 over on the right, which would be for new LPs, 17:46
7 and then also, as I said, just to simplify, we 17:46
8 put some of the early stage oncology stuff in 17:46
9 those others. 17:46

10 So the idea was in this model, five 17:46
11 SPVs managed by the ATP team, three of which 17:46
12 would be of and for and by Rigmora with the 17:46
13 intention to use those SPVs to generate returns 17:46
14 into harvest assets into a pharma company that 17:46
15 would be wholly owned and then other SPVs that 17:46
16 would involve new investors for assets and 17:46
17 companies that did not fit into that grouping 17:46
18 with Rigmora. 17:46

19 So that's what this was. 17:46

20 Q. If you turn to the next page to 17:46
21 slide 11 of the March 2025 deck, it says, "ATP 17:46
22 Genetic Medicines Portfolio." 17:47

23 Do you see that? 17:47

24 A. Yup. 17:47

25 Q. You grouped together Ascidian, 17:47

2 Evercrisp and Replicate in those genetic
3 medicines portfolio for purposes of this?

4 A. Yeah, that was going to go into the
5 genetic medicines SPV as a grouping.

6 And by the way, this wasn't
7 definite. There was all kinds of discussions
8 about what fit where, which fit with whom and
9 why. This was just a box that we drew around
10 things that had a theme.

11 Q. You were looking for ways in which
12 portfolio companies might be grouped together by
13 a theme, is that fair to say?

14 A. No. I --

15 Q. Well, look at the next page.

16 A. -- I was doing what I just spent
17 five minutes describing.

18 I wasn't trying to group things
19 together by theme for any particular reason. I
20 was doing what I said, which is complicated, and
21 that had the output of creating some thematic
22 groupings, which were subject to a lot of
23 discussion and review.

24 This box happened to be one variant,
25 I would say.

2 Q. One of the thematic groupings that 17:48
3 you created was the a genetic medicines 17:48
4 portfolio, correct? 17:48

5 A. The idea of a genetic medicines 17:48
6 portfolio as one of the things that Rigmora 17:48
7 might like to continue to fund and to integrate 17:48
8 into this pharma company was something that had 17:48
9 been a topic with Dimitri for a very long time. 17:48

10 Q. And then there's thematic grouping 17:48
11 in the March 2025. In fact, it's ATP neuro 17:48
12 portfolio reflected on page 12, is that correct? 17:48

13 A. Yes. Yes. Simply put. 17:48

14 Q. Dr. Harrison, so then you can set 17:48
15 that aside, and I will show you what we will 17:48
16 mark as Exhibit 14, which is a deck dated 17:48
17 October 2025 entitled "Apple Tree Partners 17:49
18 Portfolio Lift-Out Opportunity." 17:49

19 (Exhibit 14, PowerPoint 13:13
20 presentation, marked for identification, 13:13
21 as of this date.) 13:13

22 Q. Dr. Harrison, do you recognize this 17:49
23 document? 17:49

24 A. I do. 17:49

25 Q. What is this? 17:49

2 A. This is after the Rigmora LPs were 17:49
3 in default, I was attempting to determine if we 17:49
4 were able to per the Court to find new sources 17:49
5 of capital. 17:49

6 Q. Dr. Harrison, when you say, "After 17:49
7 the Rigmora LPs were in default," you are 17:49
8 referring to nonpayment of their capital calls 17:50
9 issued on May 30 of 2025? 17:50

10 A. That would be a default by any other 17:50
11 name, yes. 17:50

12 Q. And, Dr. Harrison, the first page of 17:50
13 the deck marked as Exhibit 14 is titled 17:50
14 "Portfolio Lift-Out Opportunity." 17:50
15 Right? 17:50

16 A. Yes. 17:50

17 Q. What did you mean by the term 17:50
18 "lift-out"? 17:50

19 A. That the -- that the portfolio would 17:50
20 go to a new fund that would be backed by new 17:50
21 LPs. They would either -- there are two forms 17:50
22 of doing it. One is to buy the companies 17:50
23 themselves, and the other is to buy the limited 17:50
24 partnership interest, which could be done 17:50
25 through negotiation or under default conditions. 17:50

2 That's how new LPs are brought in to 17:50
3 distressed situations like this where an LP does 17:50
4 not perform according to their contract. 17:50

5 Q. The October 2025 lift-out 17:51
6 opportunity deck was designed to present those 17:51
7 two options to potential third parties, is that 17:51
8 correct? 17:51

9 A. When you say two options -- this was 17:51
10 designed to present the opportunity, and what 17:51
11 form it finally took would be dependent upon the 17:51
12 Court and -- and incoming LPs' interests. 17:51

13 Q. Dr. Harrison, I was listening to 17:51
14 your previous answer where you said there are 17:51
15 two forms of doing it. One is to buy the 17:51
16 companies' LP interest and the other is to 17:51
17 buy -- 17:51

18 A. The companies. 17:51

19 Q. The companies. 17:51

20 A. Right. 17:51

21 Q. And so my question to you is the 17:51
22 October 2025 lift-out opportunity deck was 17:52
23 designed to present third-party investors with 17:52
24 the potential opportunity to either acquire the 17:52
25 companies or acquire the LP interest, is that 17:52

2 correct? 17:52

3 A. Yeah, or some other way. 17:52

4 I would phrase it this is a 17:52
5 presentation designed to show the opportunity of 17:52
6 the portfolio and the assets to the outside 17:52
7 world to generate interest, and then once in 17:52
8 discussion, to determine what form that interest 17:52
9 and potential funding would take. 17:52

10 Q. And that's something you were doing 17:52
11 in the fall of 2025 because in your view, the 17:52
12 Rigmora LPs were in default? 17:52

13 A. I probably started talking to 17:52
14 people -- I think we went through this, right? 17:52

15 In June, I had lunch with a banker 17:52
16 who suggested this, and I thought it was, well, 17:53
17 yeah, that's right. And then we had a couple of 17:53
18 conversations with people who we both knew and 17:53
19 that seemed to ignite some interest, and I 17:53
20 thought, okay, well, none of this is going to 17:53
21 happen without a court resolution, but if people 17:53
22 are interested in talking to me, this is a path 17:53
23 that I actually am obliged to pursue and -- and 17:53
24 it went as far as it went, but it was also 17:53
25 pretty clear that no one wanted to have a 17:53

2 serious discussion under the cloud of
3 litigation.

4 Q. And in the discussions that you had
5 with potential third-party investors, did you
6 tell them that the Rigmora LPs were in default
7 and that that's what created this opportunity
8 for them?

9 A. I think the lawsuit was pretty
10 widely publicized, and no small thanks to the
11 Rigmora LPs' ample defamatory comments about
12 myself.

13 So I didn't have to do a lot of
14 talking. I think people understood the
15 situation.

16 Q. Was one of the things you described
17 to them that a default by the Rigmora LPs would
18 create an opportunity for new LPs to come into
19 the fund?

20 MS. TOMASCO: Objection, form.

21 A. I don't recall exactly the content
22 of any given conversation, but the fact that the
23 Rigmora LPs weren't funding and the fact that
24 the contract of our LPA stipulated certain
25 default penalties would have come up, but it

2 wasn't about the default. It was about the
3 portfolio.

4 Q. Did that provision of the LPA
5 related to default was one of the things you
6 discussed with third-party investors?

7 MS. TOMASCO: Objection, form.

8 A. As I said, not per se. The overall
9 situation was discussed.

10 I don't think anyone focused
11 tremendously on the default, nor was I because
12 that was going to be a matter for the Court. It
13 was really more the portfolio, and the fact that
14 the Rigmora LPs were stepping out of funding the
15 portfolio, then this might be an opportunity for
16 somebody.

17 Q. And, Dr. Harrison, could you turn to
18 the page in Exhibit 14, the October 2025 deck,
19 that ends in 820?

20 This side of the deck is titled "ATP
21 LSV portfolio lift-out opportunity."

22 Correct?

23 A. Yes.

24 Q. ATP LSV is the fund, correct?

25 A. Yes.

2 Q. "Lift-out" refers to a proposal that 17:55
3 the portfolio companies of the fund being lifted 17:55
4 out into a new fund, is that right? 17:55

5 A. It's vague. I mean, I'm just trying 17:55
6 to describe that idea that the portfolio would 17:56
7 be funded by somebody else. And what the form 17:56
8 is, is -- would be a result of maturing 17:56
9 discussions with incoming capital. 17:56

10 Q. Dr. Harrison, you understand that 17:56
11 the fund is an exempted limited partnership, 17:56
12 correct? 17:56

13 A. Yes. 17:56

14 Q. And it's governed by a limited 17:56
15 partnership agreement, correct? 17:56

16 A. Very much so, yeah. 17:56

17 Q. And you understand that in order for 17:56
18 new investors to lift out the portfolio 17:56
19 companies of the fund would require some form of 17:56
20 change to the fund's LPA, correct? 17:56

21 MS. TOMASCO: Objection, form, calls 17:56
22 for a legal conclusion. 17:56

23 You can answer to the extent you 17:56
24 know. 17:56

25 A. I'll answer to the extent that I 17:56

2 know, that this entire thing was predicated on 17:56
3 there being a resolution of the legal situation 17:56
4 and the knowledge that Rigmora was not 17:57
5 interested in funding and -- period. 17:57

6 Now, how that was all effectuated 17:57
7 would be a matter for the courts. It could be 17:57
8 consensual. It could be ordered. It could be a 17:57
9 purchase. I mean, anything was possible. 17:57

10 Q. You understood that the Rigmora LPs 17:57
11 were seeking to wind up their partnership with 17:57
12 the GP, correct? 17:57

13 A. I understood that the Rigmora LPs 17:57
14 had filed all sorts of retaliatory activity in 17:57
15 Cayman, including their winding up petition. 17:57

16 Q. And for your part, you were seeking 17:57
17 investors to replace the Rigmora LPs at that 17:57
18 fund level, correct? 17:58

19 MS. TOMASCO: Objection, form. 17:58

20 A. For my part, I was seeking to fund a 17:58
21 portfolio in the absence of Rigmora's -- Rigmora 17:58
22 LPs' funding of the portfolio, which was a 17:58
23 breach of their contract. 17:58

24 Q. And your focus in putting together 17:58
25 the lift-out opportunity and talking to 17:58

2 investors was to provide funding to the 17:58
3 portfolio companies, is that correct? 17:58

4 A. Absolutely. 17:58

5 Q. In describing the portfolio in the 17:58
6 lift out, you referred to six standalone 17:58
7 companies. 17:58

8 Do you see that? 17:58

9 A. Yes. 17:58

10 Q. And you referred to two preclinical 17:58
11 asset bundles, correct? 17:58

12 A. Correct. 17:58

13 Q. And the six standalone companies 17:58
14 that you were referring to are listed in the 17:58
15 following pages of the deck, correct? 17:58

16 A. That seems to be the case, yes. 17:59

17 Q. And the six standalone companies 17:59
18 that you identified as part of the portfolio 17:59
19 lift-out opportunity consists of Marengo, Aulos, 17:59
20 Ascidian, Replicate, Red Queen and Deep Apple, 17:59
21 correct? 17:59

22 A. Yes. That was our view at the time. 17:59

23 Q. And the two preclinical asset 17:59
24 bundles are described on the following slide, 17:59
25 which referred to an incubation portfolio of 17:59

2	oncology --	17:59
3	A. Yes.	17:59
4	Q. -- and of neurology.	17:59
5	Do you see that?	17:59
6	A. That's how we were viewing things at	17:59
7	the time, yes.	17:59
8	Q. And in the oncology portfolio, you	17:59
9	identified not companies but certain	17:59
10	intellectual property or projects that a number	17:59
11	of companies were working on, is that fair to	17:59
12	say?	17:59
13	A. No, I think we identify companies in	17:59
14	each case, but we focus on the project because,	17:59
15	due to the Rigmora LPs' defaults and	18:00
16	repudiations, what had been company finance had	18:00
17	become project finance.	18:00
18	Q. So you thought that because of the	18:00
19	Rigmora LPs' defaults in the winding up	18:00
20	petition, you had to seek funding or were	18:00
21	seeking funding for various projects within	18:00
22	these portfolio companies, is that correct?	18:00
23	A. No, I don't think that's a good	18:00
24	description at all of what I've been trying to	18:00
25	describe patiently.	18:00

2	I can try again.	18:00
3	Q. On the page ending 829 -- let me	18:00
4	correct that.	18:01
5	Dr. Harrison, in the page titled	18:01
6	"Incubation Portfolio: 2 TA Bundles" and ending	18:01
7	in number 829, you refer to, under "Oncology," a	18:01
8	number of projects for Nereid, Apertor, Aethon,	18:01
9	Marlinspike and Initial, correct?	18:01
10	A. Yeah, I see it, yup.	18:01
11	Q. And under the "Neurology" heading,	18:01
12	you refer to a project for Nine Square and	18:01
13	Nereid, correct?	18:01
14	A. Uh-hm, as I said, that was our	18:01
15	thinking at the time about how things would --	18:01
16	could be done.	18:01
17	Q. And is this a deck you actually used	18:01
18	with potential third-party investors?	18:01
19	A. Yes.	18:01
20	Q. Could you turn back, please, to the	18:01
21	page ending in 816?	18:01
22	A. Yes.	18:01
23	Q. Do you see at the top of that page,	18:01
24	it says, "ATP Life Science Ventures."	18:01
25	That's a reference to the fund,	18:01

2	correct?	18:01
3	A. Yes.	18:01
4	Q. Underneath that, it says, "Pioneer	18:01
5	Biotech Mega Fund with best-in-class	18:02
6	performance."	18:02
7	Right?	18:02
8	A. Yes, it says that.	18:02
9	Q. And below that, there is a chart	18:02
10	with the fund name, vintage, size, IRR, TVPI and	18:02
11	DPI, correct?	18:02
12	A. Yes.	18:02
13	Q. And it lists a number of other	18:02
14	funds, correct?	18:02
15	A. Correct.	18:02
16	Q. And at the bottom, it lists this	18:02
17	fund, correct?	18:02
18	A. Correct.	18:02
19	Q. And this is a comparison of ATP Life	18:02
20	Science Ventures against other funds which you	18:02
21	describe as "pure play biotech funds greater	18:02
22	than a billion dollars."	18:02
23	Correct?	18:02
24	A. Yes.	18:02
25	Q. And in comparing the ATP fund to the	18:02

2 other biotech funds, you compare vintage, size,
3 IRR, TVPI and DPI, correct?

4 A. Correct.

5 Q. "TVPI" is a reference to total value
6 to paid-in capital?

7 A. Yes.

8 Q. And "DPI" is the reference to
9 distribution to paid-in capital, correct?

10 A. Distributed to paid-in --
11 distributed.

12 Q. Distributed to paid-in capital?

13 A. Yes.

14 Q. In this slide of the portfolio
15 lift-out opportunity, Dr. Harrison, you focused
16 on the financial performance of the fund,
17 correct?

18 A. Yes.

19 Q. In your view, the fund had performed
20 well relative to others in the space, correct?

21 A. That's what the numbers say.

22 Q. And those are numbers that you
23 wanted to present to potential investors,
24 correct?

25 A. Yes.

2 Q. You thought the fund's IRR would be 18:03
3 relevant to investors in the fund, correct? 18:03

4 A. It seems axiomatic that when an 18:03
5 investor -- an LP is investing in a new manager 18:03
6 or a manager, they are betting on his or her 18:03
7 track record, and this is my -- our track 18:03
8 record. 18:03

9 Q. Why is the IRR relevant to the 18:03
10 investment in the fund? 18:03

11 A. Why is IRR relevant? Because it's a 18:03
12 standard measure that people look to that shows 18:03
13 the return that they're making on that 18:04
14 investment given the just the erosion of value 18:04
15 with time. 18:04

16 Q. Is it important to the fund to 18:04
17 achieve a particular IRR? 18:04

18 A. I think that when people are looking 18:04
19 at a fund like this, they're looking at the 18:04
20 style of investing, the mission and the overall 18:04
21 set of numbers. 18:04

22 When I talk to people, first of all, 18:04
23 they were kind of impressed that we had a 18:04
24 23 percent IRR over, you know, 13 years. 18:04

25 Q. What does that mean, Dr. Harrison? 18:04

2 A. It means you have sustained return
3 of 23 percent year over year over 13 years.
4 That's what that means.

5 Q. And a return of 23 percent IRR over
6 13 years means what?

7 Can you put that to me in economic
8 terms?

9 A. Yeah. I mean, it's also in the
10 TVPI. You have -- whatever it was -- 2.3,
11 invested that is worth 6 whatever at the end of
12 '24 before all these defaults and excellent
13 events started. And you could look at the
14 absolute numbers, which is 2.7 times 2.3 equals
15 6 point whatever, that's your TVPI. Or you can
16 look at that gain in IRR terms and say, What
17 would that have been as an annual return in
18 order to achieve that gain from 2.3 to 6.7, and
19 that's your internal rate of return.

20 Q. And that's your return on invested
21 capital?

22 MS. TOMASCO: Objection, form.

23 A. Yes.

24 Q. And over the course of the 13 years,
25 as we had mentioned, in the fund, you were

2 trying to generate positive returns on the
3 invested capital?

4 A. Yes.

5 Q. And that's one of the goals of the
6 investment of this fund?

7 MS. TOMASCO: Objection, form.

8 A. Yes.

9 Q. And when you were discussing a
10 potential portfolio lift-out opportunity with
11 other investors, you were -- intended to
12 continue to focus on achieving high rates of
13 returns for the fund?

14 A. High rates of return from the
15 activities of I and my team in managing capital
16 in biotech.

17 Q. One of the goals of you and your
18 team in investing in biotech was to generate
19 high rates of return for investors?

20 A. Yes.

21 Q. And one of the goals of bringing in
22 new investors to the fund was to continue to
23 generate high rates of return for them?

24 A. The optimal outcome would have been
25 that Rigmora funded and we would have continued

2 to generate high rates of return for them.

18:07

3 In fact, I think in our discovery,
4 we understood from internal emails that they
5 thought that my reallocation proposal was a good
6 idea, but first they wanted to take control and
7 destroy the fund, which we didn't agree with.

18:07

18:07

18:07

18:07

18:07

8 But given that that was their
9 choice, in order to continue to generate high
10 returns, we needed to have new LPs.

18:07

18:07

18:07

11 Q. And, Dr. Harrison, could you turn to
12 the next page, which ends in 817.

18:07

18:07

13 817 is titled "Why ATP's Approach
14 Works." Right?

18:07

18:07

15 A. Yes.

18:07

16 Q. And, again, this appears to be a
17 comparison of the ATP approach in the far
18 right-hand column with large biotech and mixed
19 funds and conventional life science VC funds, is
20 that correct?

18:07

18:07

18:08

18:08

18:08

21 A. Yes.

18:08

22 Q. And you compare those three
23 categories of funds across four metrics, is that
24 correct?

18:08

18:08

18:08

25 A. Yes.

18:08

2 Q. Those metrics are ownership, 18:08
3 control, financing and returns reflected in the 18:08
4 left-hand column, correct? 18:08

5 A. Yes. 18:08

6 Q. And focusing on the cell in the 18:08
7 lower right row and column, you refer to 18:08
8 multiple routes for returns, correct? 18:08

9 A. Yes. 18:08

10 Q. One of the reasons you thought ATP's 18:08
11 approach was better than the other categories of 18:08
12 funds is that it provides multiple routes for 18:08
13 returns, is that correct? 18:08

14 A. Yes. 18:08

15 Q. You identify here that the ATP 18:08
16 approach provides for self-sustaining capital 18:08
17 base, which insulates growing asset for market 18:08
18 shifts, profit/royalties from commercialization, 18:08
19 optionality for IPO and M&A., correct? 18:08

20 A. Yes. 18:08

21 Q. Those are all ways that you thought 18:08
22 returns might be generated from the investments 18:09
23 made by the ATP fund, correct? 18:09

24 A. And have been generated, yes. 18:09

25 Q. Those are all ways in which over the 18:09

2 course of time the fund had generated returns
3 for its investors, is that correct?

4 A. I think the capital --
5 self-sustaining capital base insulates growing
6 asset for market shifts is an aspiration.

7 If one held certain investments and
8 had them generating royalties or you swept in
9 cash flows from products that you kept, then
10 that's your self-sustaining capital base.
11 You're creating almost a holding company type
12 model.

13 But the second two, profits from
14 royalties and commercialization and optionality
15 for IPO and M&A, those refer to historical
16 activities and results.

17 Q. Those are ways in which the fund had
18 in the past achieved returns for investors, is
19 that correct?

20 A. Correct.

21 Q. And if you look up to the top of the
22 right-hand column under "ATP Approach," you
23 identify founding role as a distinguishing
24 factor, is that correct?

25 A. Yes.

18:09

18:09

18:09

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18:10

18:10

2 Q. And you note there, "Company founded
3 and built with ATP as sole investor allows for
4 lower cost of capital."

5 Correct?

6 A. Yes.

7 Q. And that's a reference to the fund
8 being the sole investor in portfolio companies
9 allowing for those portfolio companies to access
10 capital at a lower cost, correct?

11 A. It is a reference to what became our
12 investment model, which, as you know, was to be
13 sole investors in a Series A, and we thought,
14 had Rigmora honored its commitment, perhaps
15 continue as solo investors through a later
16 stage, such as clinical @@pock. And we did that
17 in some cases.

18 And so the lower cost of capital
19 amounts to there being no dilution for company
20 founders and management because if you're the
21 sole funder, you kind of set the cap table in
22 terms of the splits, and you maintain it.

23 So if ATP owns 80 percent at the
24 start, it funds \$100 million under the old
25 model, it's going to own 80 percent at the end,

2 or maybe it's 81 percent.

18:11

3 But you're not going to buy up to
4 95 percent. I mean, you could, but then you
5 have a tiny problem, which is your management
6 and your founders would leave because you
7 squashed them.

18:11

18:12

18:12

18:12

18:12

8 So the understanding is you're going
9 to keep them whole as long as everyone is
10 working together, and you're going to end up
11 with your 80-plus percent, or whatever it is.
12 That's what I mean.

18:12

18:12

18:12

18:12

18:12

13 And also, the full funding facility
14 is there as opposed to spending all of your time
15 on the treadmill of financing, which many see us
16 do.

18:12

18:12

18:12

18:12

17 So that's what that means.

18:12

18 Q. And in the next row down, you refer
19 to high level of ownership under the ATP
20 approach.

18:12

18:12

18:12

21 Do you see that?

18:12

22 A. Yes.

18:12

23 Q. "High ownership and control by ATP
24 fosters just a plain growth, integrates and
25 maintains the technology base."

18:12

18:12

18:12

2 A. Yes. 18:12

3 Q. Is that a reference to the fund's 18:12

4 ownership of securities in the portfolio 18:12

5 companies? 18:12

6 A. It's a reference to the percentage 18:12

7 as converted that the fund would have at any 18:13

8 given time in -- in a portfolio company. 18:13

9 Q. Yeah, a high level of ownership 18:13

10 refers to the -- 18:13

11 A. Ownership of the portfolio company, 18:13

12 but as converted. I mean, it doesn't -- 18:13

13 Q. On an as-converted basis -- 18:13

14 A. Yeah. If you convert to common, you 18:13

15 own 84 percent, or whatever. It's a very high 18:13

16 level of ownership. 18:13

17 Q. And let me just make sure it is 18:13

18 clear for the court reporter and the record, 18:13

19 which is the high level of ownership refers on 18:13

20 an as-converted basis to the extent of the 18:13

21 fund's ownership in a particular portfolio 18:13

22 company, is that correct? 18:13

23 A. Yes. 18:13

24 Q. And the next row down under "ATP 18:13

25 Approach" refers to disciplined funding. 18:13

2	Do you see that?	18:13
3	A. Yes.	18:13
4	Q. And that refers to milestone-based	18:13
5	concept of capital infused over time in close	18:13
6	collaboration with ATP expert networks.	18:13
7	Do you see that?	18:13
8	A. Yes.	18:13
9	Q. And the milestone-based concept of	18:13
10	capital infused over time refers back to the	18:13
11	milestones and tranches in the SPA agreements	18:14
12	between the fund and its portfolio companies, is	18:14
13	that correct?	18:14
14	A. No. Here it's being used	18:14
15	colloquially.	18:14
16	Q. Let's mark as Exhibit 15.	18:14
17	(Exhibit 15, document, Bates stamped	18:14
18	ATP_00480811, marked for identification,	18:14
19	as of this date.)	18:14
20	Q. This is a spreadsheet that has Bates	18:14
21	number ATP_480811.	18:14
22	A. May I just take off the mic to grab	18:15
23	some water?	18:15
24	Q. Dr. Harrison, you should have in	18:16
25	front of you marked as Exhibit 15 a document	18:16

2 that was produced to us by debtors, and I will 18:16
3 ask you if you recognize it. 18:16

4 A. I do. 18:16

5 Q. What is that? 18:16

6 A. It was my tracker at the time that I 18:16
7 was meeting with potential new sources of 18:16
8 capital for what I termed the lift-out 18:16
9 portfolio. 18:16

10 Q. And this is a list of investors that 18:16
11 you were contacting with respect to that 18:16
12 lift-out portfolio? 18:16

13 A. Yes, or contacted me. 18:16

14 Q. And the investors listed numbers 1 18:16
15 through 9 on the left and highlighted in green 18:16
16 are investors to whom you sent the October 2025 18:17
17 lift-out presentation deck? 18:17

18 A. No. Green meant I thought they had 18:17
19 potential to come in based upon the last 18:17
20 conversation I had had or prior knowledge of a 18:17
21 principal. Yellow was I wasn't sure. No color 18:17
22 meant really wasn't sure, and red meant no. 18:17

23 Q. And if you look at the firms 18:17
24 highlighted in green and numbered 1 through 9 18:17
25 and look two columns over to the one on the 18:17

2 right under "Status, August 7, 2025."

18:17

3 Do you see that?

18:17

4 A. I do.

18:17

5 Q. And it lists there for each of those
6 nine investors "Sent presentation October 4."

18:17

7 Do you see that?

18:17

8 A. Yeah. I should have changed the
9 heading, but yes.

18:17

10 Q. Does that refresh your recollection
11 that these are investors to whom you sent the
12 October 2025 deck?

18:17

13 A. Yeah. But the green did not mean
14 that I sent the deck. The green meant what I
15 said.

18:17

16 Sorry.

18:18

17 Q. I am not attributing any meaning to
18 green other than my --

18:18

19 A. Otherwise, we're in agreement.

18:18

20 The green didn't mean sent the
21 presentation. It just happens to be there.

18:18

22 Q. It happens to be an easy way to
23 identify these nine companies to whom you sent
24 the deck?

18:18

25 A. Yes.

18:18

2	Q.	We're in agreement that --	18:18
3	A.	They got the deck if it said they	18:18
4		got the deck.	18:18
5	Q.	When you sent the deck to these nine	18:18
6		firms, was that following conversations with	18:18
7		them?	18:18
8	A.	Yes. Yes.	18:18
9	Q.	Did you discuss with those firms the	18:19
10		possibility that they would be interested in	18:19
11		coming in as substitute LPs?	18:19
12	A.	We were discussing the possibility	18:19
13		of their coming in, whoever they were, to take	18:19
14		over the funding of the portfolio on some basis.	18:19
15	Q.	Let's mark as Exhibit 16 an email	18:19
16		chain beginning on October 5, 2025 between	18:19
17		Cristel Lindstrom, Ed Bain and you.	18:19
18		(Exhibit 16, email chain dated	13:13
19		October 5, 2025, marked for	13:13
20		identification, as of this date.)	13:13
21	Q.	Dr. Harrison, I would just ask you	18:20
22		to take a look at Exhibit 15 -- Exhibit 16 dated	18:20
23		October 5, 2025, and ask you if that refreshes	18:20
24		your recollection that Bain was one of the	18:20
25		potential investors with whom you discussed the	18:20

2	lift-out opportunity?	18:20
3	MS. TOMASCO: Objection, form.	18:20
4	A. Yes, they were.	18:20
5	Q. And Bain was one of the investors to	18:20
6	whom you provided information about the fund and	18:21
7	certain of its portfolio companies, correct?	18:21
8	A. Yes.	18:21
9	Q. Let's mark as Exhibit 17 an email	18:21
10	chain between you and various individuals	18:21
11	Atlantic Pacific dated December 5, 2025.	18:21
12	(Exhibit 17, document, Bates stamped	13:13
13	27572, marked for identification, as of	13:13
14	this date.)	13:13
15	Q. And, Dr. Harrison, if you look to	18:22
16	the very -- second-to-the-last page -- physical	18:22
17	page of Exhibit 17, ending in Bates number	18:22
18	27572, do you see that email from you dated	18:22
19	August 20, 2025?	18:22
20	A. All right. Hold on.	18:22
21	I just want to refresh and get all	18:22
22	the way back.	18:22
23	I'm back in September 4,	18:22
24	September 4.	18:22
25	You said August 20, was that right?	18:23

2	Q. Yes.	18:23
3	And if you look -- if you could go	18:23
4	back one more page and look at the one ending in	18:23
5	27573, and you will see an email to you from	18:23
6	Patrick @@matter at Atlantic Pacific dated	18:23
7	December 7, 2023.	18:23
8	Do you see that?	18:23
9	A. Yes.	18:23
10	Q. And then on the next page forward	18:23
11	ending in 72, there is an email from you back to	18:23
12	him dated August 20, 2025.	18:23
13	Do you see that?	18:23
14	A. Yes. You mean from me to him at the	18:23
15	bottom of Bates 27 --	18:23
16	Q. Yes.	18:23
17	A. Yes.	18:23
18	Q. First he emailed you in	18:23
19	December 2023, and --	18:23
20	A. Yes.	18:23
21	Q. -- two years later, in August 2025,	18:23
22	you respond on that same chain, correct?	18:23
23	A. Yes.	18:23
24	Q. And Atlantic Pacific Capital is	18:23
25	another investment firm, correct?	18:23

2 A. Atlantic Pacific Capital is a fairly 18:23
3 well-known agent that places funds. They raise 18:24
4 money. 18:24

5 Q. And you were reaching out to 18:24
6 Atlantic Pacific in connection with the kind of 18:24
7 lift-out opportunity described in your 18:24
8 October 2025 deck later in the fall, is that 18:24
9 fair to say? 18:24

10 MS. TOMASCO: Objection, form. 18:24

11 A. I would say in general, it seemed 18:24
12 like a very good idea if we could get working 18:24
13 with an agent to raise capital and -- because we 18:24
14 needed capital to fund the portfolio. 18:24

15 And I remembered -- I remembered the 18:24
16 people at Atlantic Pacific being very smart and 18:24
17 seemed to get it, and I got in touch with them 18:24
18 and they engaged. So that's why I got back in 18:24
19 touch with them. 18:25

20 Q. And, Dr. Harrison, if you turn to 18:25
21 the page in Exhibit 17 ending in 27565, there is 18:25
22 an email from you to them in the middle of that 18:25
23 page, correct? 18:25

24 A. I'm sorry, could you give me the 18:25
25 Bates number again? 18:25

2	Q.	It ends in 565.	18:25
3	A.	Yup.	18:25
4	Q.	On Saturday, October 4, 2025, you	18:25
5		emailed Atlantic Pacific with a presentation	18:25
6		reviewing the lift-out fund opportunity,	18:25
7		correct?	18:25
8	A.	Yes.	18:25
9	Q.	That's a reference to the	18:25
10		October 2025 lift-out opportunity deck?	18:25
11	A.	Yes.	18:25
12	Q.	And you sent another email on	18:25
13		October 5, 2025 at 10:23 a.m. on the page ending	18:25
14		in Bates number 564.	18:25
15		Do you see that?	18:25
16	A.	Yes.	18:26
17	Q.	Did you end up reaching agreement on	18:26
18		any transaction or getting any assistance in	18:26
19		your capital raising from Atlantic Pacific?	18:26
20	A.	Yes.	18:26
21	Q.	What was the nature of your	18:26
22		agreement with them?	18:26
23	A.	We are about to sign an engagement	18:26
24		letter.	18:26
25	Q.	When was that?	18:26

2	A.	When was that?	18:26
3	Q.	Um-hm.	18:27
4	A.	We are about to sign.	18:27
5	Q.	You are about to sign an engagement	18:27
6		letter.	18:27
7		What are the -- what are you	18:27
8		engaging Atlantic Pacific to do?	18:27
9	A.	Raising money.	18:27
10	Q.	How much money? Is there a scope?	18:27
11	A.	Yeah, there is a scope. I mean, why	18:27
12		don't you ask for the letter?	18:27
13		We are going to need to have it	18:27
14		approved by the Court anyway.	18:27
15	Q.	I would love to see the letter.	18:27
16		That's a great suggestion.	18:27
17	MS. SELDEN:	Ms. Tomasco, could you	18:27
18		please produce to us the -- any engagement	18:27
19		letter with Atlantic Pacific?	18:27
20	MS. TOMASCO:	We will produce it	18:27
21		when we are ready to file it.	18:27
22	Q.	Dr. Harrison, what are you engaging	18:27
23		Atlantic Pacific to do?	18:27
24	MS. TOMASCO:	Objection, form.	18:27
25	A.	Raise -- so the plan, as you	18:27

2 probably surmise, is to figure out how to get 18:27
3 exit financing and then to convert that 18:27
4 financing in some way into a new fund with new 18:27
5 LPs that would enable us to invest in and 18:27
6 syndicate this portfolio in its form that makes 18:28
7 sense as it emerges, hopefully from a confirmed 18:28
8 plan, assuming that everyone is treating -- 18:28
9 treated fairly under the LPA, which I would very 18:28
10 much hope for the Rigmora LPs. 18:28

11 And the estimate that I have for 18:28
12 such a total fund, like the investable capital 18:28
13 to bring the emergent portfolio forward -- and 18:28
14 I'm saying it that way because there will be 18:28
15 some consolidations and some independent 18:28
16 companies, and what those actually are is like a 18:28
17 little bit coming into focus, and it's something 18:28
18 we're working on. 18:28

19 But whatever the form is, my 18:28
20 estimate is it's just shy of 400 million in 18:28
21 investable capital that is required to get all 18:29
22 of these things syndicated and to participate in 18:29
23 the syndicates. 18:29

24 So therefore, that sort of targeting 18:29
25 half-a-billion-dollar fund, and that is what 18:29

2 they are going to be engaged to do. And this, 18:29
3 therefore, makes everything feasible. You have 18:29
4 a bridge out of chapter and you have an agent 18:29
5 raising that fund and you might even have an 18:29
6 anchor LP or two. 18:29

7 Q. And what is your estimate that about 18:29
8 \$400 million would be required -- 18:29

9 A. What is my estimate? 18:29

10 Q. -- to get syndicated based on? 18:29

11 A. A tremendous amount of work on 18:29
12 what's required to bring the companies forward 18:29
13 to points where they would logically syndicate 18:29
14 and then participate at reasonable amounts given 18:29
15 our ownership -- starting ownerships in those 18:29
16 syndicates through presumed IPO. 18:29

17 Q. Who did that work? 18:30

18 A. Me. 18:30

19 Q. Is that work that you've done on 18:30
20 spreadsheets? 18:30

21 A. Yeah. We produced it for you. 18:30

22 I mean, it was just spitballing. So 18:30
23 maybe we should ask somebody else. 18:30

24 That's what your colleague William 18:30
25 Taft, V referred to when he described my work in 18:30

2 a recent hearing. 18:30

3 Q. When you did the work to put 18:30

4 together a 400 million-dollar estimate required 18:30

5 to get to syndication, did anybody else work on 18:30

6 that with you? 18:30

7 A. I harvested information from 18:30

8 everyone within the fund ecosystem and continue 18:30

9 to revise. 18:31

10 Q. When you say the "fund ecosystem," 18:31

11 are you referring to employees of the management 18:31

12 entities? 18:31

13 A. I'm referring to Spiros and Paul and 18:31

14 Paul and Joe and Nina and various portfolio 18:31

15 company CEOs and -- in an ongoing iterative 18:31

16 process of refining a model that should work for 18:31

17 a fund that syndicates this portfolio. 18:31

18 Q. And you believe that model that 18:31

19 syndicates the portfolio has been produced to 18:31

20 the Rigmora LP? 18:31

21 A. I believe it has, yes. 18:31

22 Q. What model are you referring to? 18:31

23 MS. TOMASCO: I don't know what it's 18:31

24 called. I know we produced it. 18:31

25 A. Sorry -- 18:31

2 Q. Is it -- 18:31

3 A. -- I don't know what it's called, 18:31

4 but -- I'm sorry. 18:31

5 I could look at my computer, if you 18:31

6 want. 18:31

7 Q. Do you know, Dr. Harrison, whether 18:31

8 it is a model or a spreadsheet or a set of 18:31

9 information that has been attached as an exhibit 18:32

10 to either the funding motion or the DIP 18:32

11 proposal? 18:32

12 A. I don't believe so, no. 18:32

13 Q. But somewhere in the documents that 18:32

14 debtors produced is a model that you believe 18:32

15 backs up the \$400 million to get the syndication 18:32

16 view of the world, is that right? 18:32

17 A. Some -- I know it's late, but could 18:32

18 you ask the question with a little bit less 18:32

19 venom? 18:32

20 What do you want to know? 18:32

21 We produced this thing, and it's 18:32

22 what I use -- it's what I use to govern what's 18:32

23 going on now. 18:32

24 I need to build an internal model 18:32

25 that I can constantly tweak as new information 18:32

2 comes in. That's how I work, and I think we are 18:32
3 on version -- what did we send them, 13 or 18:33
4 something? You know. 18:33

5 Q. Dr. Harrison, what I am trying to 18:33
6 understand from you -- because I cannot tell it 18:33
7 from the productions that we have received -- is 18:33
8 how can I identify this model in the productions 18:33
9 that debtors have made? 18:33

10 MS. TOMASCO: I think it has been 18:33
11 very recent. 18:33

12 MS. SELDEN: Do you have -- I mean, 18:33
13 Ms. Tomasco, do you have a Bates number? 18:33
14 Do you have a date? Do you have a name? 18:33

15 MS. TOMASCO: Not sitting here right 18:33
16 now, I do not, no. 18:33

17 Q. I mean, we received productions from 18:33
18 debtors, Dr. Harrison, just so you know, I think 18:33
19 midnight last night and throughout the day 18:33
20 yesterday. 18:33

21 I don't know sitting here today kind 18:33
22 of what the spreadsheet is, and so what I'm 18:33
23 genuinely asking you is, if I ask my team to go 18:33
24 look in the production for your model, how 18:33
25 should they find it? What's a good way to look 18:34

2 for it? What are some descriptive terms or a 18:34
3 date or a name or something that would enable me 18:34
4 to identify what it is you are looking at when 18:34
5 you describe the syndication to me. 18:34

6 A. It would have said something like 18:34
7 attorney work product, and it would have had a 18:34
8 version -- I think it would have been 13. I 18:34
9 don't remember. A spreadsheet. 18:34

10 I mean, that -- that should do it. 18:34
11 I don't know how many -- 18:34

12 Q. Your version 13 of a spreadsheet is 18:34
13 going to narrow it down, but we can try. 18:34

14 A. Well, I'm sure it will. I don't 18:34
15 have many 13s. 18:34

16 Q. Dr. Harrison, I also haven't been 18:34
17 able to identify anywhere in the production any 18:34
18 of the written program proposals or research 18:34
19 proposals that you referred to in your testimony 18:34
20 as a funding motion. 18:34

21 Is there -- 18:34

22 MS. TOMASCO: Those have all been 18:34
23 produced. 18:34

24 A. They have all been produced. 18:34

25 MS. SELDEN: They have all been 18:35

2	produced?	18:35
3	MS. TOMASCO: Yes.	18:35
4	MS. SELDEN: And they were produced	18:35
5	yesterday, Ms. Tomasco?	18:35
6	MS. TOMASCO: We picked them up on	18:35
7	Saturday and whatever -- however long it	18:35
8	takes to get them reviewed and Bates	18:35
9	labeled, maybe yesterday, maybe sometime	18:35
10	in there. Whatever the process was.	18:35
11	MS. SELDEN: Okay.	18:35
12	MS. TOMASCO: I don't do discovery,	18:35
13	I hate discovery, and don't ask me.	18:35
14	MS. SELDEN: Well, whether you	18:35
15	personally like it or not, we are	18:35
16	endeavoring to identify within the	18:35
17	production what those documents are and	18:35
18	have been unable to do so.	18:35
19	Q. Which, you know, my apologies to	18:35
20	you, Dr. Harrison, I can't find them. I can	18:35
21	find 45 emails that you received between the	18:35
22	date of filing for Chapter 11 and the date of	18:35
23	your testimony on the funding motion, but none	18:35
24	of them contain a written program proposal or	18:35
25	anything from any of the portfolio companies.	18:35

2 So I have been unable to find within
3 the production anything that corresponds to your
4 description --

5 A. Right.

6 Q. -- so partly what I am doing is
7 genuinely I would like to see what it is that
8 you are looking at, and I am genuinely asking
9 for your help for me and my team.

10 Like how can I find it in our
11 production?

12 A. I guarantee you there is no other
13 spreadsheet in the ATP world that has a version
14 13 that comes from me. That is for sure.

15 Q. All right.

16 A. That should be your search term.

17 Q. That we can look for.

18 And in terms of the research program
19 proposals and written materials --

20 A. Those are just decks.

21 Q. Those are just decks received from
22 the portfolio company, is that correct?

23 A. Yeah, decks and then a tremendous
24 amount of like zooming about them to get
25 everything clear and iterations of that model.

2 Q. Dr. Harrison, with respect to the 18:36
3 engagement of Atlantic Pacific -- 18:36

4 A. Atlantic Pacific Capital, yeah. 18:36

5 Q. -- Capital, did you discuss engaging 18:36
6 them prior to filing the fund for Chapter 11? 18:36

7 A. Yes. But not because that was the 18:37
8 plan. Only because we had been in discussions 18:37

9 to try to find replacement capital over the 18:37

10 summer, and at some point, I got back in touch 18:37

11 with APC, and we were engaging in discussions. 18:37

12 Q. Were they willing to enter into an 18:37

13 engagement similar to the one you're 18:37

14 contemplating now prior to the Chapter 11 filing 18:37

15 of the fund? 18:37

16 A. Yeah, they were interested to 18:37

17 engage. That was what made them compelling. 18:37

18 They were a very good firm, and they seemed to 18:37

19 understand that what they were doing was 18:37

20 preparatory work for when the fund would 18:37

21 conclude its legal processes. 18:37

22 And then -- and then we filed for 18:37

23 Chapter 11 when we did and notified them, and 18:38

24 they continued -- 18:38

25 Q. When -- 18:38

2 A. -- continued to pursue the 18:38
3 opportunity. 18:38

4 Q. When did you first begin to 18:38
5 negotiate terms of an engagement letter -- 18:38

6 A. I don't know. I would have to see 18:38
7 when they sent the first one. I don't know. 18:38

8 MS. SELDEN: We would ask that that 18:38
9 be provided to us as well, Ms. Tomasco. 18:38

10 MS. TOMASCO: What is that 18:38
11 responsive to? 18:38

12 MS. SELDEN: Since you don't do 18:38
13 discovery, I won't name the request for 18:38
14 production. But I will have my team 18:38
15 follow up with you. 18:38

16 MS. TOMASCO: Okay. 18:38
17 We're still waiting for it, by the 18:38
18 way, we have none of the -- 18:38

19 MS. SELDEN: I'm not suggesting that 18:38
20 we meet and confer on discovery in the 18:38
21 middle of Dr. Harrison's deposition. I'm 18:38
22 just trying to identify on the record 18:38
23 things that we are missing so that we can 18:38
24 go back through and follow up with you to 18:38
25 produce them. 18:38

2	THE WITNESS: May I -- I'm going to	18:38
3	need a break at like maybe in five minutes	18:38
4	because I have to check on one thing at	18:38
5	home, but it shouldn't be more than five	18:38
6	minutes. So before 45.	18:39
7	MS. TOMASCO: Let's take a break	18:39
8	now. It has been more than an hour and a	18:39
9	half.	18:39
10	THE WITNESS: It doesn't have to be	18:39
11	a quick break, I just have to check on one	18:39
12	thing.	18:39
13	MS. SELDEN: That's fine. I'm happy	18:39
14	to take a break. If you need to take a	18:39
15	break now, Dr. Harrison --	18:39
16	THE WITNESS: That's fine.	18:39
17	MS. SELDEN: -- that is fine. I was	18:39
18	going to --	18:39
19	THE WITNESS: We can reconvene in	18:39
20	under ten minutes.	18:39
21	MS. SELDEN: Okay.	18:39
22	THE VIDEOGRAPHER: We're off the	18:39
23	record at 6:38 p.m.	18:39
24	(Recess.)	18:39
25	THE VIDEOGRAPHER: We are on the	19:04

2	record at 7:03 p.m.	19:04
3	BY MS. SELDEN:	19:04
4	Q. Let's mark as Exhibit 18 a document	19:04
5	beginning with the email from Dr. Harrison to	19:04
6	individuals at EQT dated October 4, 2025 and	19:04
7	Bates numbered ATPBK_5921.	19:04
8	(Exhibit 18, document, Bates stamped	13:13
9	ATPBK_5921, marked for identification, as	13:13
10	of this date.)	13:13
11	Q. Dr. Harrison, Exhibit 18 is an email	19:04
12	from you to individuals at EQT dated October 4,	19:04
13	2025, correct?	19:05
14	A. Yes.	19:05
15	Q. EQT is another global private equity	19:05
16	sponsor, correct?	19:05
17	A. Correct.	19:05
18	Q. And you provided to EQT the ATP	19:05
19	lift-out opportunity deck, correct?	19:05
20	A. Apparently, yes, I believe so.	19:05
21	Q. In your email to EQT, you stated	19:05
22	that it would be a straightforward manner for	19:05
23	you to look deeply at any of the companies'	19:05
24	assets described in many cases via data rooms	19:05
25	already set up as we are under CDA already,	19:05

2	right?	19:05
3	A. Yes.	19:05
4	Q. You had entered a CDA with EQT at	19:05
5	some point --	19:05
6	A. Yes.	19:05
7	Q. -- prior to this?	19:05
8	A. Apparently.	19:05
9	Q. Do you recall when that was?	19:05
10	A. When it was?	19:05
11	Q. Um-hm.	19:05
12	A. No.	19:05
13	Q. Do you recall when you first began	19:05
14	speaking to EQT about potentially looking at a	19:05
15	ATP-related investment?	19:05
16	A. Oh, an ATP-related investment? They	19:06
17	were one of the funds that backed away from	19:06
18	Ascidian due to the Russian issue when that	19:06
19	whole syndicate blew up.	19:06
20	And then we remained in contact and	19:06
21	they were a logical group to have a discussion	19:06
22	with about the lift-out opportunity.	19:06
23	Q. Do you recall when you entered into	19:06
24	the CDA referenced in your October 4, 2025 email	19:06
25	with EQT?	19:06

2 A. I don't. 19:06

3 Q. And, Dr. Harrison, I know it's been 19:06
4 a long day, but I will remind you to allow me to 19:06
5 finish my question for the sake of the court 19:06
6 reporter -- 19:06

7 A. Sorry. 19:06

8 Q. -- and then give me your answer. 19:06

9 Did you share the data rooms 19:06
10 described herein with the Rigmora LPs in October 19:06
11 of 2025? 19:06

12 A. When you say, "share the data 19:07
13 rooms," the data rooms described would probably 19:07
14 have been company data rooms that get set up 19:07
15 anyway for the purposes of, for example, doing a 19:07
16 strategic transaction or having pharma companies 19:07
17 look. 19:07

18 So -- well, first of all, no. No. 19:07

19 Q. Dr. Harrison, in your email to EQT, 19:07
20 you write, "The confidential model that I 19:07
21 referred to at the end shows the funds flow and 19:07
22 inflection points that I anticipate in the near 19:07
23 and medium term via the new lift-out vehicle, 19:07
24 and I am of course happy to send it to you." 19:07

25 If you turn to the page at the end 19:07

2 of this document Bates numbered 5950, that
3 refers to a 12 quarter value inflection point
4 model, correct?

5 A. Yes.

6 Q. And it says, "To be provided under
7 CDA."

8 Correct?

9 A. Yes.

10 Q. Did you provide this 12 quarter
11 value inflection point model to EQT?

12 A. I don't know.

13 Q. Dr. Harrison, do you know whether
14 the 12 quarter value inflection point model has
15 been produced to the Rigmora LPs in the course
16 of these Chapter 11 cases?

17 A. Produced as in discovery?

18 Q. Yes.

19 A. I don't know per se, but that model
20 was -- became the basis of your version 13.

21 So it's a relatively primitive form
22 of something that has been iterated, so it's out
23 of date.

24 Q. If I were to try to identify the 12
25 quarter value inflection point model, would I

2 look to the early versions of the spreadsheet
3 that you referenced as having version 13 or is
4 it a separate document?

5 A. I don't know. It may be renamed.

6 I'm sorry, I can't help.

7 Q. And, Dr. Harrison, to be perfectly
8 clear, I'm asking you because I genuinely don't
9 think that we have been able to identify a
10 document that corresponds to this description in
11 the production made by debtors to date.

12 And it appears to us that it hasn't
13 been produced, so if there is anything that you
14 can point me to to help me identify it within
15 debtor's production or if Ms. Tomasco could help
16 me use to identify it, that would be very
17 helpful.

18 Can you think of anything sitting
19 here today?

20 A. I can't. I -- it's what I said,
21 that the version 13 is the current version of
22 that and -- yeah.

23 Q. Did you move forward with any
24 further discussion of an investment from EQT?

25 A. No. It was pretty -- the Russian

2 thing still freaked them out. They weren't 19:10
3 doing anything until this was completely 19:10
4 settled. 19:10

5 Q. And that remained true to this day, 19:10
6 they have not resumed contact or expressed 19:10
7 interest in an investment related to ATP? 19:10

8 A. Yes. 19:10

9 Q. And when you say the "Russian thing 19:10
10 freaked them out," how do you know that? 19:10

11 A. Because they said as much. They 19:10
12 were one of the groups that backed away from the 19:10
13 Ascidian transaction because of the Russian 19:10
14 factor that we have well outlined in these 19:10
15 proceedings that has prevented syndication from 19:10
16 many of the portfolio companies, and they were 19:11
17 really not interested in getting involved or 19:11
18 expending diligence resources until there was a 19:11
19 legal resolution, let's put it that way. 19:11

20 Q. What year was the Ascidian thing 19:11
21 that you just referred to? 19:11

22 A. Good question. 19:11

23 I mean, this is all in the prior 19:11
24 record, you know, the prior litigation. 19:11

25 It might have been late '23, if 19:11

2 memory serves me right. I don't know if it was
3 '22 or '23.

4 Q. It was far enough in the past that
5 you thought it made sense to reach out to EQT
6 again to see if they might have interest as of
7 the fall of 2025?

8 A. Yeah.

9 Q. And --

10 A. Well, the -- yes.

11 Q. And did they express concerns about
12 a Russian issue, as you put it, in the fall of
13 2025?

14 A. They -- I believe they said
15 something like some of the same issues are going
16 to be a problem, plus this legal situation, it's
17 really not going to be something we can spend a
18 lot of time on right now.

19 They should be on there.

20 Q. Do you recall having any further
21 conversations with EQT after your October 4,
22 2025 email?

23 A. No, we did not have -- we may have
24 had a follow-up conversation of some kind but
25 nothing -- essentially, no.

2 Q. Let's mark as Exhibit 19 an email 19:13
3 dated October 5, 2025 at 6:52 p.m. from you to 19:13
4 Tim Hirsch. 19:13

5 (Exhibit 19, document, Bates stamped 19:13
6 A ATPBK_0005983, marked for 19:13
7 identification, as of this date.) 19:13

8 Q. Dr. Harrison, do you recognize 19:13
9 Exhibit 19 as an email that you sent to Tim 19:13
10 Hirsch on the evening of October 5, 2025? 19:14

11 A. Yeah. 19:14

12 Q. And you had previously provided him 19:14
13 the presentation describing the ATP portfolio 19:14
14 lift-out opportunity, correct? 19:14

15 A. Apparently. 19:14

16 Q. Who is Tim Hirsch? 19:14

17 A. He's a friend, and he works for one 19:14
18 of the Mars family entities. 19:14

19 Q. And were you reaching out to him as 19:14
20 a potential investor in connection with the ATP 19:14
21 portfolio lift-out opportunity? 19:14

22 A. As a conduit to the Mars family -- 19:14
23 family office, yeah. 19:14

24 Again, I want to take pains to state 19:14
25 that whatever the form took would be determined 19:14

2 by incoming investors and the Court, and 19:14
3 whatever happened would be done through 19:15
4 completely, you know, contractual approach 19:15
5 involving Rigmora. 19:15

6 So I believe that my job as the GP 19:15
7 is to fund the portfolio, and I was attempting 19:15
8 to set up various sources of funding, one of 19:15
9 whom or more, if they became interested, would 19:15
10 then engage in a dialogue and perhaps create the 19:15
11 opportunity to enable Rigmora to disengage if 19:15
12 they wanted to, perhaps lead to some kind of 19:15
13 resolution and to fund the portfolio. 19:15

14 I didn't know where it was going to 19:15
15 go, and you keep referring to lift out as if 19:15
16 that was any -- you know, what it was going to 19:15
17 be, what I was looking to do. 19:15

18 It was an easy way to describe a 19:15
19 transaction that could take any form, TBD. 19:16

20 Q. Dr. Harrison, when I referred to 19:16
21 lift-out opportunity in connection with your 19:16
22 email with Mr. Hirsch, you understand that I am 19:16
23 referring to the first sentence of your email to 19:16
24 Mr. Hirsch -- 19:16

25 A. Yes -- 19:16

2 A. -- on October 4, 2025, correct? 19:16

3 A. -- I do. 19:16

4 But I just want to take pains to 19:16

5 make clear on the record what it refers to. 19:16

6 Q. And, Dr. Harrison, when you refer to 19:16

7 the Court in this context having a role to play 19:16

8 in the future of the ATP fund and its portfolio, 19:16

9 is one of the courts you are referring to the 19:16

10 Grand Court of the Cayman Islands? 19:16

11 A. The legal processes had to resolve 19:16

12 in order for any funding to take place, one way 19:16

13 or the other, period. 19:17

14 Q. And one of the legal processes in 19:17

15 which the GP and the LPs were involved is the 19:17

16 winding up proceeding in the Cayman Islands, 19:17

17 correct? 19:17

18 MS. TOMASCO: Objection, form, asked 19:17

19 and answered. 19:17

20 A. I don't want to relitigate all of 19:17

21 this. I don't think it is fair. 19:17

22 Q. I'm just trying to understand, 19:17

23 Dr. Harrison, when you say the legal processes 19:17

24 need to be resolved, one of the legal processes 19:17

25 that you are referring to is the winding up 19:17

2 proceeding in the Court of the Cayman Islands, 19:17
3 correct? 19:17

4 MS. TOMASCO: Object to form. 19:17

5 A. Yes, of course. 19:17

6 Q. One of the ways in which the Cayman 19:17
7 winding up proceeding might be resolved would be 19:17
8 for that to have gone to trial and been heard by 19:17
9 the Cayman court in January of this year, 19:17
10 correct? 19:17

11 MS. TOMASCO: Objection, form. 19:17

12 A. You're asking me about how a Cayman 19:17
13 process could work? I have absolutely no 19:18
14 knowledge. 19:18

15 Q. You had knowledge in October of 2025 19:18
16 that the Cayman winding up proceeding was 19:18
17 scheduled to go to trial in the Cayman court in 19:18
18 January of 2026, correct? 19:18

19 A. Yes. 19:18

20 Q. And you understood that at the 19:18
21 conclusion of a trial in the Grand Court of the 19:18
22 Cayman Islands, the judge would issue a 19:18
23 decision, correct? 19:18

24 A. Yes. 19:18

25 Q. The decision issued by the judge in 19:18

2 the Grand Court of the Cayman Islands would 19:18
3 resolve the issues pending before that court, 19:18
4 correct? Subject to appeal. 19:18

5 MS. TOMASCO: Objection to form, 19:18
6 calls for a legal conclusion. 19:18

7 You can give your understanding. 19:18

8 A. Sure. 19:18

9 Q. And you understood that that's one 19:18
10 way in which the Cayman litigation might come to 19:18
11 an end, would be with a decision by the Grand 19:18
12 Court of the Cayman Islands, correct? 19:19

13 MS. TOMASCO: Objection, form, calls 19:19
14 for a legal conclusion. 19:19

15 A. I would put the whole thing a little 19:19
16 bit differently, which is that time was not on 19:19
17 our side in these assets, as we have stated in 19:19
18 many different ways and many different forms, 19:19
19 and I was hoping to interest capital in coming 19:19
20 in sooner so that perhaps the Rigmora LPs who 19:19
21 had made clear let's just say their disinterest 19:19
22 in funding could be approached with some kind of 19:19
23 compatible offer that would enable them to get 19:19
24 their divorce and for the portfolio to be 19:20
25 properly funded. 19:20

2 So I think the length of time of
3 various proceedings was very much an issue, and
4 it was certainly why we sought expedited
5 resolution in the Delaware court where the
6 entire matter properly should have remained, to
7 give you my lay legal opinion.

8 Q. It was important for you -- strike
9 that.

10 It was important in your view to
11 reach clarity through the court process as to
12 the dispute between the fund and the -- strike
13 that.

14 Dr. Harrison, it was important in
15 your view to reach clarity through the court
16 process as to the dispute between the GP and the
17 LPs as soon as possible, is that correct?

18 A. Yes, I think that's true. I think
19 to resolve this for the benefit of what the
20 companies are doing still makes tons of sense
21 and, you know, the longer it takes, the worse it
22 is.

23 Q. Prolonged litigation between the GP
24 and the LPs is bad for the fund and its
25 portfolio companies in your view, is that fair?

2	A. Yes.	19:21
3	Q. And, Dr. Harrison, you understand	19:21
4	that the trial in the Grand Court of the Cayman	19:21
5	Islands was scheduled to begin on January 12 and	19:21
6	be resolved that month, correct?	19:21
7	MS. TOMASCO: Objection, form.	19:21
8	A. I don't understand the Cayman law or	19:21
9	process, so I can't give you my own opinion.	19:21
10	And anything else, I believe following what	19:21
11	Patti has described would be under	19:21
12	attorney-client privilege.	19:22
13	Q. Is your knowledge that the Court of	19:22
14	the Cayman Islands was scheduled to begin a	19:22
15	trial on January 12?	19:22
16	Is that something that you can	19:22
17	confirm for me?	19:22
18	You knew that.	19:22
19	MS. TOMASCO: Objection, asked and	19:22
20	answered.	19:22
21	A. Yeah, you already asked the	19:22
22	question.	19:22
23	MS. TOMASCO: You already asked	19:22
24	that.	19:22
25	Q. And you knew that, right?	19:22

2 A. You've already asked the question. 19:22
3 I already answered yes. 19:22

4 Q. Instead of going to trial in the 19:22
5 Court of the Cayman Islands, another way for the 19:22
6 legal processes involving the GP and the LPs to 19:22
7 be resolved, in your view, was for the fund to 19:22
8 file for Chapter 11 and halt them through the 19:22
9 automatic stay? 19:22

10 MS. TOMASCO: Objection to form. 19:22

11 A. My understanding as a layperson is 19:23
12 that Chapter 11 exists for companies to have the 19:23
13 space and time to reorganize and create a 19:23
14 feasible plan to go forward. 19:23

15 And that's the purpose of Chapter 11 19:23
16 under the Bankruptcy Code. That's my 19:23
17 understanding. 19:23

18 Q. Do you understand that Chapter 11 is 19:23
19 open to any company who wishes to reorganize 19:23
20 itself? 19:23

21 MS. TOMASCO: Objection, form, calls 19:23
22 for a legal conclusion. 19:23

23 You can answer to the best of your 19:23
24 knowledge. 19:23

25 A. I don't understand the question 19:23

2	really.	19:23
3	No, I don't -- no, I don't	19:23
4	understand -- I don't -- I know -- my knowledge	19:23
5	of the purpose of Chapter 11 is succinctly	19:23
6	stated in what I just said. I don't -- maybe	19:23
7	you can ask the question again.	19:23
8	Q. Do you understand that Chapter 11	19:23
9	creates space and time for an entity to	19:23
10	reorganize itself under the Bankruptcy Code even	19:24
11	if it is not in financial distress?	19:24
12	MS. TOMASCO: Objection, form, calls	19:24
13	for a legal conclusion.	19:24
14	You can answer the question if you	19:24
15	know.	19:24
16	A. I don't know the answer to your	19:24
17	question.	19:24
18	Q. You don't know whether financial	19:24
19	distress is a prerequisite for a debtor to avail	19:24
20	itself of a Chapter 11 filing?	19:24
21	MS. TOMASCO: Same objection.	19:24
22	Same instruction.	19:24
23	A. No, I don't know.	19:24
24	Q. You have no understanding that in	19:24
25	order to reorganize under the Bankruptcy Code	19:24

2 and via Chapter 11, a company must be in
3 financial distress?

19:24

19:24

4 MS. TOMASCO: Objection, form, calls
5 for a legal conclusion, asked and answered
6 the second time.

19:24

19:24

19:24

7 A. I don't know all the prerequisites
8 for filing for Chapter 11.

19:24

19:24

9 But to the best of my knowledge and
10 based upon advice of counsel, we met those
11 prerequisites.

19:25

19:25

19:25

12 Q. Dr. Harrison, is the fund insolvent
13 in your understanding?

19:25

19:25

14 MS. TOMASCO: Objection, form, calls
15 for a legal conclusion.

19:25

19:25

16 You can answer if you know.

19:25

17 A. I don't know exactly what you mean.

19:25

18 I've already at great length
19 explained that the fund does not have the cash
20 flow or the prospects of receiving cash flow to
21 meet its obligations by a multiple.

19:25

19:25

19:25

19:25

22 Q. And by "its obligations," you are
23 referring to obligations extending out through
24 2031, correct?

19:25

19:25

19:25

25 MS. TOMASCO: Objection, form, asked

19:25

2	and answered.	19:25
3	A. Yes. We have been through it.	19:25
4	Q. And it's not your understanding that	19:25
5	as of the date of its Chapter 11 filing, the	19:25
6	fund's liabilities exceeded its assets, correct?	19:25
7	MS. TOMASCO: Objection, form, calls	19:26
8	for a legal conclusion.	19:26
9	A. Or an accounting conclusion.	19:26
10	MS. TOMASCO: Well, that, too.	19:26
11	That's not a valid objection,	19:26
12	unfortunately.	19:26
13	A. Can you just ask the question again?	19:26
14	So I can answer it.	19:26
15	Q. Dr. Harrison, is it your view that	19:26
16	the funds' liabilities exceed its assets?	19:26
17	A. No.	19:26
18	Q. In fact, the fund's assets exceed	19:26
19	its liabilities by a multiple, correct?	19:26
20	A. Correct.	19:26
21	Q. Dr. Harrison, on October 6, 2025,	19:26
22	you followed up with Tim Hirsch of the Mars	19:26
23	companies, correct?	19:26
24	A. I don't know.	19:26
25	Q. I show you what we will mark as	19:26

2 Exhibit 20, which is an email dated October 6,
3 2025 at 12:20 p.m. from you to Tim Hirsch.

4 (Exhibit 20, document, Bates stamped
5 ATPBK_00005624, marked for identification,
6 as of this date.)

7 Q. Dr. Harrison, do you recognize
8 Exhibit 20 as that email that you sent to Tim
9 Hirsch on October 6 at 12:20 p.m.?

10 A. Yup.

11 Q. And in your email, you are
12 confirming a lunch meeting with Mr. Hirsch the
13 following day, correct?

14 A. Absolutement.

15 Q. And that was a meeting to discuss
16 with Tim Hirsch the portfolio lift-out
17 opportunity that you had emailed with him about
18 the previous day, correct?

19 A. Incorrect.

20 Q. Dr. Harrison, on October 5, you sent
21 Mr. Hirsch a better version of the portfolio
22 lift-out company deck, and on October 6 at
23 8:00 a.m., Mr. Hirsch writes to you, "Let's meet
24 at @@Upland if that works for you. Look forward
25 to seeing you tomorrow."

2	Do you see that?	19:28
3	A. I do.	19:28
4	Q. Is it your testimony that	19:28
5	Mr. Hirsch's email suggesting a meeting at	19:28
6	@@Upland the following day is unrelated to the	19:28
7	October 5 email regarding the portfolio lift-out	19:28
8	opportunity?	19:28
9	A. Tim is a friend. We were going to	19:28
10	have lunch. He works at one of the Mars funds,	19:28
11	and we talked about many things, including this,	19:28
12	but the purpose of the lunch was not to discuss	19:28
13	the lift-out opportunity.	19:28
14	Q. Did you, in fact, discuss the	19:29
15	lift-out opportunity with Mr. Hirsch at lunch?	19:29
16	A. Probably. Certainly.	19:29
17	But it wasn't the purpose of the	19:29
18	lunch.	19:29
19	Q. And you knew when you confirmed the	19:29
20	lunch with Mr. Hirsch that you had sent him the	19:29
21	deck before -- the day before, correct?	19:29
22	A. Yes.	19:29
23	Q. And you knew that you were meeting	19:29
24	with him the next day, correct?	19:29
25	A. We had been meaning to get lunch,	19:29

2 and it all worked out. But yes.

3 Q. In the beginning weeks of
4 October 2025, this is when you were talking to
5 many potential investors, including Mr. Hirsch,
6 about the potential portfolio lift-out
7 opportunity, correct?

8 A. It seems that that was -- that
9 that's what I was doing around that time.

10 Q. And do you recall where you were on
11 October 6?

12 A. In New York.

13 Q. Do you recall that you were in the
14 middle of your deposition on October 6?

15 A. No.

16 It would have been hard to have
17 lunch with him and be in the middle of my
18 deposition. I'm not sure those dates
19 coordinate. I don't --

20 Q. It wouldn't be hard to send an email
21 during your lunch break from your deposition,
22 would it have been?

23 A. I don't know.

24 Q. Dr. Harrison, in the course of this
25 bankruptcy, you continued approaching third

2 parties about replacing the LPs, correct?

19:30

3 MS. TOMASCO: Objection, form.

19:30

4 A. My duty as the managing member of
5 the GP is to seek funding for the portfolio
6 companies, and I continue to do that.

19:30

19:30

19:30

7 And that will be the core of the
8 plan of reorganization along with treating all
9 stakeholders under contracts they have signed
10 fairly.

19:30

19:31

19:31

19:31

11 Q. Do you understand, Dr. Harrison,
12 that as the GP of a Cayman-exempted limited
13 partnership, you also have duties to the limited
14 partners?

19:31

19:31

19:31

19:31

15 MS. TOMASCO: Objection, form, calls
16 for a legal conclusion.

19:31

19:31

17 A. I have duties to manage the
18 partnership using my best business judgment to
19 maximize its value and to enforce the contract
20 against defaulting LPs both under the LPA and
21 under the Exempted Limited Partnership Act.

19:31

19:31

19:31

19:31

22 Q. Is it your understanding that that's
23 what you're doing in these Chapter 11 cases, is
24 enforcing the LPA against defaulting LPs?

19:31

19:32

19:32

25 MS. TOMASCO: Objection, form, it's

19:32

2 argumentative.

19:32

3 A. Well, my understanding, to repeat my
4 answer to your prior line of questioning, is
5 that the Chapter 11 process enables a business
6 to reorganize legally according to certain
7 rules.

19:32

19:32

19:32

19:32

19:32

8 And my understanding is that we as a

19:32

9 business qualify to do that and have -- and are

19:32

10 attempting -- are doing our very best to work

19:32

11 under those rules and intend to submit a plan of

19:32

12 reorganization that should meet the criteria

19:32

13 required as I understand under the Bankruptcy

19:32

14 Code to be approved.

19:32

15 Q. My question is a little bit

19:33

16 different, Dr. Harrison.

19:33

17 You described to me what you

19:33

18 understand to be your duties, and my question to

19:33

19 you is do you understand that you are -- strike

19:33

20 that.

19:33

21 You described to me what you

19:33

22 understand to be your duties, one of which you

19:33

23 said was to enforce the LPA against defaulting

19:33

24 LPs.

19:33

25 Is it your understanding that that

19:33

2 is one of the things that you are doing via the 19:33
3 Chapter 11 cases? 19:33

4 A. No. They're unrelated. 19:33

5 Q. You don't think that you're using 19:33
6 the Chapter 11 cases to enforce the LPA against 19:33
7 defaulting LPs? 19:33

8 A. I don't believe so. 19:33

9 Q. Would you be surprised to know that 19:33
10 that's what you say you're doing in your 19:34
11 declaration? 19:34

12 MS. TOMASCO: Objection, form, 19:34
13 argumentative. 19:34

14 A. Can you point to the words? 19:34

15 Q. Dr. Harrison, let me ask you a 19:34
16 different question. 19:34

17 A. Wait, can you? Because I -- 19:34

18 Q. I can, but I'm not going to right 19:34
19 now. I'm going to ask you a different question. 19:34

20 Dr. Harrison, do you understand that 19:34
21 as the managing director of the general partner 19:34
22 of a Cayman-exempted limited partnership, you 19:34
23 owe fiduciary duties to the limited partners? 19:34

24 MS. TOMASCO: Objection, asked and 19:34
25 answered a second time. It also calls for 19:34

2 a legal conclusion.

19:34

3 You can answer to the best of your
4 knowledge.

19:34

19:34

5 A. My duties are to all the limited
6 partners of the fund and to manage the fund so
7 that the value of its assets are -- is preserved
8 and maximized.

19:34

19:35

19:35

19:35

9 That's my understanding.

19:35

10 Q. Do you understand yourself to be a
11 fiduciary for the LPs of the fund?

19:35

19:35

12 MS. TOMASCO: Objection, asked and
13 answered a third time. Calls for a legal
14 conclusion.

19:35

19:35

19:35

15 You can answer for the last time to
16 the best of your knowledge.

19:35

19:35

17 A. To the best of my knowledge, my
18 responsibility as a managing member of the
19 general partner of Apple Tree Partners Life
20 Sciences Ventures is to manage the fund in good
21 faith in order to maximize its value for the
22 benefit of all the LPs of the fund.

19:35

19:35

19:35

19:35

19:35

19:35

23 Q. Since the fund's Chapter 11 filing,
24 do you know about how many entities you've
25 contacted regarding the possibility of coming in

19:36

19:36

19:36

2	as substitute LPs?	19:36
3	A. No, I don't.	19:36
4	Q. Was it more than five?	19:36
5	A. And you keep using the word	19:36
6	"substitute LPs," and I take exception to every	19:36
7	time that you try to pin a transaction to find	19:36
8	substitute capital to a particular form.	19:36
9	Because I don't know what it is. I just know	19:36
10	that we are going to need such capital in order	19:36
11	for the portfolio to thrive. And my job is to	19:36
12	raise it.	19:36
13	However, whatever the form of the	19:36
14	transaction is something that will be determined	19:36
15	by any incoming LPs and the other parties around	19:36
16	the table.	19:36
17	So was it more than five? I don't	19:37
18	know.	19:37
19	I haven't been particularly active	19:37
20	in this because it is a -- it requires a --	19:37
21	groups who will look beyond the current legal	19:37
22	entanglement, and it's one of the reasons to get	19:37
23	an agent involved. It's one of the reasons to	19:37
24	bring exit financing to bear the bridge out of	19:37
25	chapter because obviously during that time, if	19:37

2 you have an approved plan, as I understand it, 19:37
3 institutional investors would view that as a 19:37
4 clean way of going about things. 19:37

5 So I haven't spent a tremendous 19:37
6 amount of time on potential new LPs right now. 19:37

7 Q. Dr. Harrison, you understand that 19:38
8 one of the issues Chancellor McCormick ruled on 19:38
9 in her December 5 decision was the amount of the 19:38
10 Rigmora LPs' contingent subscriptions to the 19:38
11 fund, correct? 19:38

12 A. Correct. 19:38

13 Q. And you understand that 19:38
14 Chancellor McCormick agreed with the Rigmora LPs 19:38
15 that the total of their contingent subscription 19:38
16 to the fund is to \$2.425 billion, correct? 19:38

17 A. My understanding is that her 19:38
18 decision incorporated that ruling. And you 19:38
19 understand that ruling means that's the sum 19:39
20 total amount that the Rigmora LPs are required 19:39
21 to contribute to the fund, correct? 19:39

22 MS. TOMASCO: Objection to form. 19:39

23 A. Yes, I've already said it was 125 19:39
24 million based upon chancellor McCormick's 19:39
25 decision, I think that was hours ago. 19:39

2 Q. And is it your view that upon 19:39
3 satisfying their contingent subscription for the 19:39
4 fund, the Rigmora LPs lose any rights or 19:39
5 interests they may have in the investments made 19:39
6 with those contributions? 19:39

7 MS. TOMASCO: Objection to form. 19:39

8 A. Or an calls for a legal conclusion. 19:39

9 A. I don't know what their rights will 19:39
10 be but I do know that everything that we're 19:39
11 engaged with follow certain rules and every 19:39
12 party must be treated fairly under those rules. 19:39

13 Q. Dr. Harrison, I ask because you seem 19:40
14 to think that once the Rigmora LPs have said 19:40
15 their capital commitments to the fund, that they 19:40
16 can be replaced with other capital and simply 19:40
17 lose the investments that they have built up 19:40
18 over time. Is that your view? 19:40

19 MS. TOMASCO: Objection, form. 19:40

20 A. You know what, Ms. Sell done, one of 19:40
21 the things I really haven't liked into getting 19:40
22 to know you is the fact that you have a way of 19:40
23 putting words in my mouth and thoughts in my 19:40
24 head that don't exist. 19:40

25 So I would appreciate it if you 19:40

2 would ask a question that's truly a question
3 rather than doing that.

4 The answer is no.

5 Q. You understand that as limited
6 partners in the fund the writing more LPs have
7 ongoing interest in the investments that the
8 fund has made with that money, including in the
9 equity of the portfolio companies, correct?

10 MS. TOMASCO: Objection, form, calls
11 for a legal conclusion.

12 You can answer to the best of your
13 knowledge?

14 A. My understanding is the Rigmora LPs
15 have limited partners in EPLSV, they don't have
16 any equity interest in the fund, fund's
17 companies and what the circumstances would be
18 under different conditions is conjecture because
19 we're no longer there. And what the
20 circumstances are is that we're in Chapter 11
21 and the rights of the parties are going to be
22 determined by contracts in court and bankruptcy
23 law.

24 Q. Dr. Harrison, one of the things that
25 the GP has done since it filed its Chapter 11

2 case is retain or appoint an independent
3 director, is that correct?

4 A. Correct.

5 Q. Were you involved in that process?

6 A. Yes.

7 Q. Did you interview potential
8 independent directors?

9 A. Yes.

10 Q. Did you interview Timothy pole who
11 was ultimately retained as the independent
12 director?

13 A. Yes.

14 Q. Did you interview anyone else?

15 A. Yes.

16 Q. Who else did you interview?

17 A. I don't recall the name honestly.

18 Q. How much potential independent
19 directors did you interview?

20 A. One.

21 Q. And you don't recall his name?

22 A. No, I'm sorry.

23 Q. Do you recall anything about him?

24 A. Yes, I didn't like him nearly as
25 well as Tim pole. He is a very nice man.

2 Q. Did you meet with Mr. Pole prior to 19:43
3 his retention as an independent director in 19:43
4 person? 19:43

5 A. No. It was by Zoom. 19:43

6 Q. How many times did you meet with 19:43
7 Mr. Pole before retaining him? 19:43

8 A. Once or twice. Maybe twice. 19:43

9 Q. Did you take any steps to ascertain 19:43
10 whether Mr. Pole has any prior experience as an 19:43
11 independent director for the general partner of 19:43
12 a Cayman fund? 19:43

13 A. Yes. 19:43

14 Q. What prior experience does Mr. Pole 19:43
15 have as the independent director for a Cayman 19:43
16 exempted limited partnership do you know? 19:43

17 A. He ran the restructuring practice at 19:43
18 Skadden and ran the restructuring practice at 19:43
19 Lazard and I was very impressed with the vast 19:43
20 amount of experience he had across all entities 19:43
21 in all restructuring situations and he was very 19:44
22 smart man. 19:44

23 Q. Dr. Harrison my question was a 19:44
24 little bit different. What prior experience 19:44
25 does Mr. Hole have serving as the independent 19:44

2 director of a Cayman exempted limited
3 partnership to your knowledge?

19:44

19:44

4 A. I don't know.

19:44

5 Q. You don't know whether Mr. Pole has
6 ever served as the director of a Cayman GP?

19:44

19:44

7 A. Correct, I don't know.

19:44

8 Q. When Mr. Pole was at Skadden, was he
9 at Skadden's New York office?

19:44

19:44

10 A. I don't know.

19:44

11 Q. Was he in their restructuring
12 practice?

19:44

19:44

13 MS. TOMASCO: Do you want to pull up
14 his resume on link in.

19:44

19:44

15 A. He represented to me that he ran the
16 restructuring practice at Skadden. I believed
17 him to be telling the truth as corroborated by
18 others in the general or bit of this process.

19:44

19:44

19:44

19:45

19 Q. Did you ask Mr. Pole about his
20 familiarity with Cayman exempted limited
21 partnerships?

19:45

19:45

19:45

22 A. No.

19:45

23 Q. Did you ask Mr. Pole about his
24 familiarity if any with Cayman general partners?

19:45

19:45

25 A. No.

19:45

2 Q. Did you consider any independent
3 director candidates who were familiar with
4 Cayman exempted limited partnerships?

19:45

19:45

19:45

5 MS. TOMASCO: Do you have any names?

19:45

6 A. I don't know. We considered two and
7 Tim was incredibly qualified to be an
8 independent director in this situation, I
9 thought.

19:45

19:45

19:45

19:45

10 Q. As the proposed independent director
11 for the general partner of a Cayman exempted
12 limited partnership, does Mr. Pole have access
13 to Cayman counsel to your knowledge?

19:45

19:45

19:45

19:45

14 A. I don't know quite how it works.

19:45

15 Q. Last he been able to consult with
16 Walkers do you know?

19:46

19:46

17 A. I don't know.

19:46

18 Q. Has he been able to consult with
19 independent Cayman counsel acting for the GP?

19:46

19:46

20 A. I don't know.

19:46

21 Q. In his role as independent director
22 for the GP, could Mr. Pole retained another
23 Cayman firm other than Walkers if you so choose?

19:46

19:46

19:46

24 A. I don't know.

19:46

25 Q. Has Mr. Pole been introduced to

19:46

2	Walkers?	19:46
3	A. I don't know.	19:46
4	Q. Do you know what steps, if any,	19:46
5	debtors took to ensure Mr. Pole was familiar	19:46
6	with the obligations of a Cayman ELT under	19:46
7	Cayman law?	19:46
8	MS. TOMASCO: Objection, calls for	19:46
9	privileged information. To the extent	19:46
10	Mr. Harrison knows it would be as a result	19:46
11	of communications between Mr. Pole and	19:46
12	counsel.	19:46
13	Q. Are you instructing him not to	19:47
14	answer?	19:47
15	MS. TOMASCO: I am.	19:47
16	Q. Dr. Harrison, that's a yes no	19:47
17	question. Do you know one way or-	19:47
18	MS. TOMASCO: No because --	19:47
19	Q. Did you know one way or the other if	19:47
20	debtors took any steps to ensure Mr. Pole was	19:47
21	familiar with the obligations of a Cayman GP	19:47
22	under Cayman law?	19:47
23	MS. TOMASCO: Same objection, it	19:47
24	calls for attorney-client communications	19:47
25	because it subjects the -- suggests the	19:47

2 subject matter of the communication 19:47

3 between lawyer and client. And Mr. Pole 19:47

4 is a client. 19:47

5 Q. Ms. Tomasco, we are going to to have 19:47

6 to keep this deposition open and address the 19:47

7 privilege issued with the court because you are 19:47

8 consistently misstating the law governing 19:47

9 attorney-client privilege but I'm going to move 19:47

10 on and ask Dr. Harrison a different question and 19:47

11 we will save that for another day. 19:47

12 Dr. Harrison, who other than you 19:47

13 interviewed candidates for the role of 19:47

14 independent director of the GP? 19:47

15 A. Myself, Mr. Mandarino,. 19:47

16 A. I don't recall who else honestly. 19:48

17 Q. Could you describe for me what you 19:48

18 recall about that process? 19:48

19 A. We had Zooms, we met people, we knew 19:48

20 that we wanted to put on independent director to 19:48

21 ensure that there were no conflicts or any 19:48

22 conflicts could be resolved and found someone 19:48

23 who people generally thought was extremely 19:48

24 qualified for the job. 19:48

25 Q. And when you say you interviewed 19:48

2	people, did you interview more than two people?	19:48
3	A. No.	19:48
4	Q. Did you take any notes during your	19:48
5	interview of Mr. Pole?	19:48
6	A. No.	19:48
7	Q. Did you discuss Mr. Pole with	19:48
8	Mr. Mandarino?	19:48
9	A. Yes.	19:48
10	Q. How do you determine that Mr. Pole	19:49
11	should be selected as independent director over	19:49
12	the other candidate who you interviewed?	19:49
13	A. I I judged that Mr. Pole is better	19:49
14	and Mr. Mandarino and I concluded the same thing	19:49
15	in subsequent discussions related to the	19:49
16	candidates who we had interviewed.	19:49
17	Q. Did you make the final decision to	19:49
18	retain Mr. Pole as the independent director so	19:49
19	that?	19:49
20	MS. TOMASCO: Objection, form.	19:49
21	A. I did not make it on my own. It was	19:49
22	my vote if you will but Mr. Mandarino and I made	19:49
23	it together.	19:49
24	Q. Who negotiated the terms of	19:49
25	Mr. Pole's engagement if you know?	19:49

2	A.	I don't know actually.	19:49
3	Q.	Do you know when that happened?	19:49
4	A.	When it was negotiated?	19:49
5	Q.	Um-hm.	19:49
6	A.	After we chose Tim to be the	19:50
7		independent director.	19:50
8	Q.	When did you choose Mr. Pole to be	19:50
9		the independent director?	19:50
10	A.	I don't recall.	19:50
11	Q.	Do you recall when you first met	19:50
12		him?	19:50
13	A.	No, it's on a Zoom on a calendar.	19:50
14		No I don't recall the exact date.	19:50
15	Q.	Do you recall whether it was in	19:50
16		January?	19:50
17	A.	I don't specifically recall which	19:50
18		month but it stands to reason that it was in	19:50
19		January.	19:50
20	Q.	Was it more than two weeks ago?	19:50
21	A.	I don't know.	19:50
22	Q.	You have no idea when you first met	19:50
23		Mr. Pole?	19:50
24		MS. TOMASCO: Objection, asked and	19:50
25		answered.	19:50

2 A. I first met Mr. Pole on a Zoom
3 interviewing independent directors some weeks
4 ago and enjoyed the meeting very much.

5 Q. How soon after you first met
6 Mr. Pole did you decide to engage him as the
7 independent director?

8 A. I don't know about a week, maybe
9 slightly less.

10 Q. Let's mark as Exhibit 21?

11 A. Debtors omnibus reply to limited
12 objections of Rigmora to various retentions for
13 ease of reference which is document 316 of these
14 Chapter 11 cases.

15 (Exhibit @ document entitled marked
16 for identification, as of this date.)

17 Q. Dr. Harrison, that is a large
18 Exhibit and I'm going to try to direct you to
19 the one small piece of it that I would like to
20 look at with you today. The first stapled
21 together is an omnibus reply brief. The next
22 document is a transcript and the third document
23 has a cover sheet that says Exhibit 2.

24 Do you see that?

25 A. Okay, hold on. I saw exhibit 4, are

2 they separated by were you.

19:53

3 Q. Yes, if you start at the top of the
4 document at the front page, there is one white
5 page document that is the reply then a were you
6 sheet, behind the were you sheet is a
7 transcript?

19:53

19:53

19:53

19:53

19:53

8 A. Exhibit 2, yup.

19:53

9 Q. If you look at the second page of
10 Exhibit 2, you see at the top of it, it says ATP
11 3GP limited and then written resolution of the
12 full director of the company dated 9
13 February 2026.

19:53

19:53

19:53

19:53

19:53

14 Do you see that?

19:54

15 A. Um-hm.

19:54

16 Q. Do you recognize this document?

19:54

17 A. It looks like appointing the
18 independent director.

19:54

19:54

19 Q. If you turn to page 4 of the
20 document, Dr. Harrison, you see your name and
21 significant in?

19:54

19:54

19:54

22 A. Yes.

19:54

23 Q. You signed off on the retention of
24 Mr. Pole as the independent director for ATP
25 GP3?

19:54

19:54

19:54

2	A. Yes.	19:54
3	Q. Did you give any input to the	19:54
4	drafting of this document?	19:54
5	A. Yes. I believe it's privileged,	19:54
6	yes.	19:55
7	Q. Is this the only document outlining	19:55
8	the scope of Mr. Paul's duties to your	19:55
9	knowledge?	19:55
10	A. I don't know.	19:55
11	Q. Do you know whether Mr. Pole has any	19:55
12	separate engagement letters?	19:55
13	A. I don't know.	19:55
14	Q. Do you know whether there is a	19:55
15	special committee at any of the debtors?	19:55
16	A. A special committee? I don't know	19:55
17	if there is a special committee at any of the	19:55
18	debtors. Can you just describe to me your	19:55
19	understanding of what authority is being	19:55
20	delegated to Mr. Pole in the written resolution?	19:55
21	A. I believe his authority is to	19:55
22	essentially decide on matters related to the	19:55
23	Chapter 11 process such as the DIP, the plan of	19:55
24	reorganization et cetera.	19:55
25	Q. On matters related to the DIP, does	19:55

2 Mr. Pole have so sole authority to take actions 19:56
3 on behalf of the GP? 19:56

4 MS. TOMASCO: Objection, form, calls 19:56
5 for a legal conclusion. 19:56

6 Q. To your knowledge? 19:56

7 MS. TOMASCO: The document speaks 19:56
8 for itself. 19:56

9 A. I don't know whether he has sole 19:56
10 authority. 19:56

11 Q. Do you know whether you retained any 19:56
12 authority to act on behalf of the GP in 19:56
13 connection with a DIP? 19:56

14 MS. TOMASCO: Objection, calls for a 19:56
15 legal conclusion. The document speaks for 19:56
16 itself? 19:56

17 A. I'm sorry, I can't give you a clear 19:56
18 answer on that. I'm following process as 19:56
19 advised by counsel. 19:56

20 Q. Do you have an understanding of how 19:56
21 your role and Mr. Pole's role differ? 19:56

22 MS. TOMASCO: Objection, calls for a 19:56
23 legal conclusion. The document speaks for 19:56
24 itself. 19:57

25 A. I have a lay understanding. 19:57

2 Q. What is your understanding? 19:57

3 A. I answered the question. A minute 19:57

4 ago. Tim pole is a director with expertise in 19:57

5 bankruptcy matters that I don't have and I 19:57

6 retain authority over managing the fund which is 19:57

7 a biotech fund which is expertise that he 19:57

8 doesn't have. 19:57

9 So that's my rough understanding of 19:57

10 how it works. 19:57

11 Q. That's helpful in describing the 19:57

12 background of your expertise. Let me ask you 19:57

13 about your authority going are forward in the 19:57

14 Chapter 11 cases. Do you have an understanding 19:57

15 of how the scope of your authority differs if at 19:57

16 all from the scope of Mr. Pole's authority to 19:57

17 act for the GP in connection with these Chapter 19:57

18 11 cases? 19:57

19 MS. TOMASCO: Objection, form, calls 19:57

20 for a legal conclusion and to the extent 19:57

21 that you're understanding of your role is 19:58

22 derived from conversations with counsel, 19:58

23 also privileged. 19:58

24 You can answer to the best of your 19:58

25 understanding in a way that doesn't 19:58

2 disclose attorney-client privilege? 19:58

3 A. I'll try to answer it again. It 19:58

4 doesn't change. In matters such as a DIP, or 19:58

5 exit financing, or a plan of reorganization, he 19:58

6 has authority to act I don't know if it's solely 19:58

7 but it may be solely. I'm sorry, I don't -- I 19:58

8 can't give you a better answer than that. 19:58

9 Q. You don't know if you have a role to 19:58

10 play on behalf of the GP in connection with 19:58

11 proposing the DIP? 19:59

12 MS. TOMASCO: Objection to form. 19:59

13 Asked and answered for the third time. 19:59

14 A. My role as a GP is to manage the 19:59

15 fund to maximize the value for all stakeholders 19:59

16 which includes ensuring financing for the 19:59

17 portfolio companies which sum to the value of 19:59

18 the fund and obtaining a DIP loan is one of 19:59

19 those activities that fits into that. 19:59

20 Q. Were you involved in negotiations 19:59

21 regarding the DIP financing proposal that 19:59

22 debtors submitted to the bankruptcy court last 19:59

23 Friday? 19:59

24 A. Yes. 20:00

25 Q. Dr. Harrison, can you turn to page 5 20:00

2 of Exhibit 21 which has schedule 1 at the top.

20:00

3 A. So are we still in the same schedule
4 1.

20:00

20:00

5 Q. And schedule 1 section 1.1 of the
6 appointment of the independent director for a
7 ATP GP3 it states to the maximum extent

20:00

20:00

20:01

8 permitted by law in connection with the

20:01

9 independent director's appointment, Tim pole is

20:01

10 only permitted to do such acts attend to such

20:01

11 matters and otherwise have such power and so

20:01

12 forth and on behalf of the company and/or on

20:01

13 behalf of the partnership as set out below.

20:01

14 Do you see that?

20:01

15 A. Yup.

20:01

16 Q. And section 1.1A of schedule 1 of
17 the appointment of the independent director
18 provides that Mr. Pole is authorized empowered
19 and directed in the name and on behalf of the
20 company and/or the partnership to undertake such
21 acts as reasonably expected of a director of a
22 Cayman Islands exempted company in circumstances
23 where Dr. Set Harrison last a conflict of
24 interest as such term is defined here in. Do
25 you see that?

20:01

20:01

20:01

20:01

20:01

20:01

20:01

20:01

20:01

20:01

2	A. Yes.	20:01
3	Q. Conflict of interest is defined	20:01
4	below in section 1.2, do you see that?	20:01
5	A. Yes.	20:02
6	Q. Section 1.21 says that there will be	20:02
7	a conflict of interest -- section 1.2.1 provides	20:02
8	that there will be a conflict of interest in	20:02
9	circumstances where there is a divergence of	20:02
10	Dr. HeteroHarrison's personal or other interest	20:02
11	from the best interest of the partnership and/or	20:02
12	the company in its capacity as the general	20:02
13	partner of the partnership.	20:02
14	Do you see that?	20:02
15	A. Yes.	20:02
16	Q. Resolutions then go on to state that	20:02
17	you may have the following personal interests as	20:02
18	the holder of all shares in the company capital	20:02
19	of the company, the director of the company, are	20:02
20	company refers to the GP, the holder of limited	20:02
21	partnership interests in the partnership the	20:02
22	sublay palm trust, the director or officer or	20:02
23	committee member or similar of certain of the	20:02
24	portfolio companies and the director and officer	20:03
25	of the corporation, do you see that?	20:03

2 Q. Are there any other personal 20:03
3 interests that you have that are not listed 20:03
4 here? 20:03

5 A. I have many personal interests. 20:03

6 Q. Do you have any other personal 20:03
7 interests not listed here that may give rise to 20:03
8 a conflict of interest in connection with these 20:03
9 Chapter 11 cases? 20:03

10 MS. TOMASCO: Objection, form. 20:03

11 A. I -- I don't know honestly. I don't 20:03
12 believe so. 20:03

13 Q. In section 1.2.1 refers to your 20:03
14 personal or other interests. Do you have an 20:03
15 understanding of what other interests refers to? 20:03

16 A. No. 20:03

17 MS. TOMASCO: Objection to form. 20:03
18 Calls for a legal conclusion. 20:03

19 Q. Dr. Harrison, to be clear, I'm not 20:03
20 asking for a legal conclusion, I'm asking for 20:03
21 your understanding of what other interests you 20:04
22 might have that are referred to here in the 20:04
23 conflict of interest section. Do you have an 20:04
24 understanding of what that is? 20:04

25 A. Not really, no. 20:04

2 Q. Do you have a general understanding
3 of what that is?

4 A. What the other interests could be,
5 no.

6 Q. Did you discuss the personal and
7 other interests with Mr. Paul prior to his we
8 tension?

9 A. I don't recall.

10 Q. Did you discuss circumstances in
11 which you might have a conflict of interest that
12 would empower and authorize Mr. Pole to act with
13 Mr. Pole at any point prior to retaining him as
14 an independent director?

15 MS. TOMASCO: Objection, form.

16 A. I believe we discussed the general
17 concept of a situation where I might have a
18 conflict. But I don't think we delved into any
19 one in particular.

20 Q. And did you discuss the
21 circumstances in which you might have a conflict
22 of interest such that Mr. Pole would be
23 permitted to act after his retention as
24 independent director?

25 A. There has been no such matter that

2 has come up necessitating such a conversation. 20:05

3 Q. Since Mr. Pole was retained as 20:05
4 independent director for the GP, there has been 20:05
5 no circumstance in which you had a conflict of 20:05
6 interest such that Mr. Pole was permitted to act 20:05
7 on behalf of the company, is that correct? 20:05

8 A. To the best of my knowledge, yes. 20:05

9 Q. The resolution in section 1.2.1 20:05
10 provides that there is a conflict of interest 20:05
11 where your personal interest diverges from the 20:05
12 best interests of the partnership or the 20:05
13 company, do you see that? 20:05

14 A. I do. 20:05

15 Q. Is it your understanding that if 20:06
16 your personal interests diverge from the 20:06
17 interests of the partnership there is no 20:06
18 conflict? 20:06

19 MS. TOMASCO: Objection, form. 20:06

20 Argumentative. Document speaks for 20:06
21 itself, calls for a legal conclusion. 20:06

22 A. I can't answer the question. 20:06

23 Q. Do you have an understanding that 20:06
24 there is some difference between the interests 20:06
25 of the partnership and the best interests of the 20:06

2	partnership?	20:06
3	A. You're asking me for a legal reading	20:06
4	which I can't give you.	20:06
5	Q. I'm asking you as the person whose	20:06
6	conflicts of interest are described here in this	20:06
7	retention, do you have an understanding --	20:06
8	A. I am absolutely.	20:06
9	Q. I have not done with my question?	20:06
10	A. That is fine.	20:06
11	Q. Whether you have an understanding,	20:06
12	Dr. Harrison, of the conflicts of interest that	20:06
13	may arise between your personal or other	20:06
14	interests and the interests of the partnership	20:06
15	or the GP, do you have an understanding of what	20:06
16	those conflicts might be?	20:06
17	MS. TOMASCO: Objection to form.	20:06
18	A. You just stated that I have	20:06
19	conflicts of interest that are enumerated here	20:06
20	and you must retract that before I answer that	20:07
21	question your question.	20:07
22	Q. I do not have conflicts of interest.	20:07
23	This is a theoretical rendering.	20:07
24	Q. It's your view that you have no	20:07
25	conflicts of interest?	20:07

2	A.	Not presently, no.	20:07
3	Q.	My economics are LP economics.	20:07
4		There is no conflict.	20:07
5	MS. TOMASCO:	Objection, form.	20:07
6		Sorry. I'm tired.	20:07
7	Q.	Can you envision a circumstance in	20:07
8		which a conflict between your personal or other	20:07
9		interests and the interests of the fund or the	20:07
10		GP might arise?	20:07
11	MS. TOMASCO:	Objection, form, calls	20:07
12		for a legal conclusion and it's also	20:07
13		hypothetical.	20:07
14	A.	I don't know how to answer your	20:07
15		question. Everything that I'm doing is for the	20:07
16		benefit of the fund and it's all the the parties	20:08
17		who are relevant to the fund, including the	20:08
18		Rigmora LPs.	20:08
19		So I haven't thought about this idea	20:08
20		of conflict and I don't know how to answer your	20:08
21		questions.	20:08
22	Q.	Do you have an interest in remaining	20:08
23		the managing director of the general partner of	20:08
24		the fund?	20:08
25	MS. TOMASCO:	That objection, form.	20:08

2	A.	What do you mean by interest?	20:08
3	Q.	Would you like to continue to remain	20:08
4		the managing director of the general partner of	20:08
5		the fund?	20:08
6		MS. TOMASCO: Objection, form.	20:08
7	A.	I believe that my duty is to make	20:08
8		sure that there is adequate capital to support	20:08
9		the companies and ultimately syndicate the	20:08
10		companies emerging from Chapter 11, and then	20:09
11		whoever is providing that capital will make	20:09
12		decisions as to how the fund will be managed	20:09
13		going forward.	20:09
14	Q.	Dr. Harry asked about your duties	20:09
15		before now I'm asking you about your	20:09
16		preferences. Do you have a personal interest, a	20:09
17		preference in remaining the managing director of	20:09
18		the general partner of the fund?	20:09
19	A.	No.	20:09
20		MS. TOMASCO: Objection to form.	20:09
21		Asked and answered.	20:09
22	Q.	Do you have an economic interest in	20:09
23		continuing on in that role?	20:09
24		MS. TOMASCO: Objection, form.	20:09
25	A.	I don't really understand the	20:09

2 question. I have economic interests as you know 20:09
3 through interest in the fund and would certainly 20:09
4 want those to be Val maximized. 20:09

5 Q. Do you see a distinction between 20:09
6 your economic interests of the fund as a LP and 20:09
7 your economic interest as the managing director 20:10
8 of the GP? 20:10

9 A. Both interests are maximized by 20:10
10 maximizing the value of the fund and its 20:10
11 portfolio companies which involves ensuring that 20:10
12 they are funded and have an opportunity to 20:10
13 syndicate and perhaps go public or perhaps get 20:10
14 bought. 20:10

15 So I don't actually see how -- I 20:10
16 don't see a difference at all. 20:10

17 Q. Dr. Harrison, under the terms of 20:10
18 Mr. Pole's retention as independent director, 20:10
19 who decides when you have a conflict of 20:10
20 interest? 20:10

21 MS. TOMASCO: Objection to form. 20:10

22 Calls for a legal conclusion. The 20:10
23 document speaks for itself. 20:10

24 A. I'm not sure but it gives me great 20:10
25 comfort to know that some of the Mr. Pole's 20:11

2 experience and which had demonstrative has 20:11
3 become an independent director and is able to 20:11
4 discuss with me when such a conflict might exist 20:11
5 and to sensitize me to such conflicts if they 20:11
6 might exist. 20:11

7 Q. If you and Mr. Pole disagree over 20:11
8 whether you have a conflict of interest, will 20:11
9 you defer to his view? 20:11

10 MS. TOMASCO: Objection to form. 20:11

11 A. Hey, I don't know. I have not been 20:11
12 in that sways before and I honestly don't know. 20:11

13 Q. Is it your understanding that if you 20:11
14 and Mr. Pole disagree over whether you have a 20:11
15 conflict of interest, Mr. Pole's view on that 20:11
16 issue trumps your view? 20:11

17 MS. TOMASCO: Objection objection to 20:11
18 form, asks for a legal conclusion and the 20:11
19 document speaks for itself. 20:11

20 A. I don't know what occurs in that 20:11
21 situation. 20:11

22 Q. Are you aware it's typical in other 20:11
23 restructuring situations for the written 20:12
24 resolutions to designate that the independent 20:12
25 director has the sole authority to determine 20:12

2	when a conflict exists?	20:12
3	MS. TOMASCO: Objection to form.	20:12
4	A. I am not aware either way of what is	20:12
5	typical for an independent director in a	20:12
6	restructuring situation.	20:12
7	Q. Do you know why that approach was	20:12
8	not taken here?	20:12
9	MS. TOMASCO: Objection, form.	20:12
10	A. I do not know.	20:12
11	Q. Are you aware that it's typical in	20:12
12	other restructuring situations for the	20:12
13	independent director to be able to hire separate	20:12
14	independent counsel?	20:12
15	MS. TOMASCO: Objection, form.	20:12
16	Assumes facts not in evidence.	20:12
17	A. I -- I don't know what is typical in	20:12
18	other restructuring situations.	20:12
19	Q. Do you know why that approach was	20:12
20	not taken here?	20:12
21	MS. TOMASCO: Objection, form,	20:12
22	assumes facts not in evidence. The	20:12
23	document speaks for itself.	20:12
24	A. No.	20:12
25	Q. Would you be willing to agree that	20:13

2 the independent director could retain separate
3 independent counsel here?

4 MS. TOMASCO: Objection, form.

5 A. I couldn't possibly answer that
6 question in this circumstance.

7 Q. Could Mr. Pole decide that it's in
8 the best interests of the fund for it to dismiss
9 its Chapter 11 case?

10 MS. TOMASCO: Objection, form.

11 Calls for a legal conclusion.

12 Q. To the best of your understanding?

13 A. I don't know how to answer that
14 question.

15 Q. Could Mr. Pole decide that it's in
16 the best interests of the fund to drop its
17 objection to the list day motion to the best of
18 your knowledge?

19 MS. TOMASCO: Objection to form.

20 A. I don't know.

21 Q. Have you discussed with Mr. Pole
22 what would happen if a conflict arises, conflict
23 of interest arises and he has to step in and
24 exercise authority?

25 MS. TOMASCO: Objection, form, asked

2 and answered. Calls for a legal
3 conclusion.

4 Q. It really doesn't. I'm asking

5 whether he discussed with Mr. Pole what would

6 happen if the conflict of interest arises.

7 That's a discussion between Dr. Harass the

8 managing director of the general partner and the

9 independent director, the two of them exercising

10 authority or transitioning authority over

11 decision making for the fund and my question is

12 a yes, no, question, did you have that

13 conversation.

14 MS. TOMASCO: I believe he has asked

15 and answered -- you asked that and he has

16 answered that question.

17 A. We have had some discussions of that

18 nature.

19 Q. Do you understand if a conflict

20 arises and Mr. Pole exercises authority whether

21 there is any other action or form of approval

22 that would be required for Mr. Pole's decision

23 to take effect?

24 MS. TOMASCO: That's a legal

25 conclusion.

2	You can answer to the best of your	20:15
3	knowledge?	20:15
4	A. I don't know how to answer -- I	20:15
5	don't have knowledge.	20:15
6	Q. Dr. Harrison, are you aware that the	20:15
7	recent DIP filings by debtors stated that the	20:15
8	independent director was consulted in connection	20:15
9	with the DIP financing proposal?	20:15
10	A. Yes.	20:15
11	Q. Do you know how Mr. Pole was	20:15
12	consulted during any process related to the DIP?	20:15
13	A. Not-completely but yes generally.	20:15
14	Q. Was he consulted by you?	20:15
15	A. Yes.	20:15
16	Q. Was he consulted by Mr. Mandarino?	20:15
17	A. To the best of my knowledge, yes.	20:16
18	Q. Other than you, Mr. Pole and	20:16
19	Mr. Mandarino, who else was involved in any	20:16
20	negotiations regarding the debtor's DIP	20:16
21	proposal?	20:16
22	A. The DIP proposal was negotiated by	20:16
23	Mr. Mandarino, Mr. Pole and myself.	20:16
24	Q. No one else other than the three of	20:16
25	you?	20:16

2 A. Well, there were obviously lawyers 20:16
3 involved on both sides. 20:16

4 Q. Do you know whether final approval 20:16
5 authority over entering into the DIP was 20:16
6 delegated to Mr. Pole? 20:16

7 A. I don't recall if it was formally 20:16
8 delegated but I would not enter into a DIP 20:16
9 without his being fully behind it. 20:16

10 Q. But you don't know one way or the 20:17
11 other whether the decision to enter into the DIP 20:17
12 was Mr. Pole's to make. 20:17

13 MS. TOMASCO: Objection, form, calls 20:17
14 for a legal conclusion and the document 20:17
15 speaks for itself. 20:17

16 A. I can't answer your question. 20:17

17 Q. I'm not asking for a document, 20:17
18 Ms. Tomasco, I'm asking whether he knows one way 20:17
19 or the other whether Mr. Pole had authority to 20:17
20 enter into the DIP? I do you know? I think you 20:17
21 just said into. 20:17

22 MS. TOMASCO: Objection to form. 20:17

23 That's not what he said. He said it 20:17
24 was -- 20:17

25 A. My understanding is that Mr. Pole is 20:17

2 an independent director with authority over 20:17
3 matters in the bankruptcy such as the DIP and I 20:17
4 don't know exactly how that authority is 20:17
5 translated into approvals and actions. 20:17

6 Q. You're wear that the Oaktree DIP 20:17
7 provides that a management fee is paid to you, 20:18
8 correct? 20:18

9 A. I believe that our funding motion 20:18
10 provides that the management fee that is owed to 20:18
11 me by contract is paid. 20:18

12 Q. I believe that is the same -- that 20:18
13 is in the Oaktree DIP. 20:18

14 Q. And do you view that as create ago 20:18
15 conflict of interest? 20:18

16 A. To have the fund paid what is 20:18
17 contracted to me already? I can't answer you 20:18
18 legally but it doesn't strike me as one. 20:18

19 A. Can I take a quick break. 20:18

20 Q. Let's take a quick break and then? 20:18

21 MS. TOMASCO: She is almost at the 20:18
22 end of other page which is a good sign. 20:19

23 Q. Let's take a truly try five minute 20:19
24 or two minute break? 20:19

25 THE VIDEOGRAPHER: Off the record at 20:19

2 8:18 p.m. 20:19

3 (Recess) 20:24

4 THE VIDEOGRAPHER: We are on the 20:24
5 record at 8:23 p.m. 20:24

6 Q. Let's mark as Exhibit 22 debit 20:24
7 motion for entry of interim and final orders 20:24
8 authorizing the debtors to incur post petition 20:24
9 debt and seeking of the relief. 20:24

10 (Exhibit @ marked for 20:25
11 identification, as of this date.) 20:25

12 Q. Dr. Harrison, you have in front of 20:25
13 you a motion that debtors filed on February 13, 20:25
14 seeking approval of a DIP financing proposal 20:25
15 with Oaktree capital management as the initial 20:25
16 DIP lender, do you see that? 20:25

17 A. Yes. 20:25

18 Q. You will understand what I mean if I 20:25
19 refer to this position as the DIP financing 20:25
20 motion? 20:25

21 A. Yes. 20:25

22 Q. And if I refer to the DIP financing 20:25
23 proposal contained in the motion as Oaktree's 20:25
24 DIP proposal or the Oaktree DIP proposal, you 20:25
25 will understand what I mean? 20:25

2 A. Yes. 20:25

3 Q. If I refer to the term sheet 20:25

4 attached as Exhibit 1 to the motion, as 20:25

5 Oaktree's term sheet or the Oaktree term sheet, 20:25

6 you will understand what I mean? 20:25

7 A. Yes. 20:25

8 Q. So you mean where it says summary of 20:25

9 terms of the DIP loan et cetera, that? It's not 20:25

10 quite an attachment, it seems more a part but 20:25

11 starts on page 9 of 48? 20:26

12 A. Or is there something else? 20:26

13 Q. Turn to page -- I'm going to try to 20:26

14 give you the page number in a way that is easy 20:26

15 to find, Dr. Harrison. But it will take me one 20:26

16 second. 20:26

17 If you turn in Exhibit 22, behind 20:26

18 the first blue sheet, and then behind the second 20:26

19 were you sheet, you should see an exhibit 1 term 20:26

20 sheet. 20:26

21 Do you see that? 20:26

22 A. Oh yeah, okay. Yup. 20:26

23 Q. If I refer to the term sheet 20:27

24 attached as Exhibit 1, you will -- as Oaktree's 20:27

25 term sheet or the Oaktree term sheet, you will 20:27

2	understand I am referring to this?	20:27
3	A. Yes.	20:27
4	Q. Let's mark as Exhibit 23 a document	20:27
5	entitled Apple life sciences Inc. DIP facility	20:27
6	term sheet.	20:27
7	Q. Dr. Harrison, have you seen this	20:27
8	document before?	20:27
9	A. I believe so, yeah.	20:27
10	Q. This is a DIP financing proposal	20:27
11	Rigmora's counsel sent to debtor's counsel on	20:27
12	the afternoon of February 13, 2026, correct?	20:27
13	A. That's what it's called, yes.	20:28
14	Q. If I referred to this as Rigmora's	20:28
15	term sheet or the Rigmora term sheet, you will	20:28
16	understand what I mean?	20:28
17	A. Yes.	20:28
18	Q. And if I refer to Rigmora's proposal	20:28
19	embodied in this term sheet as Rigmora's DIP	20:28
20	proposal or the Rigmora DIP proposal, you will	20:28
21	understand what I mean?	20:28
22	A. I think as misnomer based upon my	20:28
23	understanding of all the facts. So if you keep	20:28
24	it to Rigmora term sheet, it would be preferred	20:28
25	but however you want to say it.	20:28

2 Q. I'm going to use Rigmora's term
3 sheet to refer to the document and Rigmora's DIP
4 proposal or the Rigmora proposal to refer to the
5 proposal embedded in that term sheet, does that
6 work for you?

7 A. Sure.

8 Q. Dr. Harrison, did you review the
9 Oaktree DIP proposal and term sheet before the
10 debtors filed the DIP financing motion?

11 A. Yes.

12 Q. Were you involved in preparing them?

13 A. The motion itself is it, no.

14 Q. The term sheet and independent
15 proposal, were you involved in preparing them?

16 A. Preparing as I said before, I was
17 involved in negotiating it.

18 Q. Did you review the debtors'
19 submission before they were made?

20 A. Did I review the final term sheet,
21 is that you are asking?

22 Q. Yes.

23 A. Yes.

24 Q. Did you review the DIP financing
25 motion, the Oaktree DIP proposal and the term

2 sheet before they were submitted to the court on
3 Friday?

4 A. Yes.

5 Q. Have you reviewed the Rigmora term
6 sheet?

7 A. Yes.

8 Q. Did you review it before or after
9 the debtor's filed the DIP financing motion?

10 MS. TOMASCO: Objection, form. That
11 would have been impossible.

12 A. Did I -- I don't know.

13 Q. I'm marking as Exhibit 24 are a
14 email from acid i.e. eleven son sent on Friday
15 February 13 at 2:07 p.m. (Sidney Levinson).
16 Marked for identification, as of this date.)

17 Q. Dr. Harrison, do you see this email
18 marked as Exhibit 24 from Mr. Levinson to
19 Mr. Winston and Ms. Tomasco and others at Quinn,
20 potter Anderson dated Friday February 13 at 2:07
21 p.m.?

22 A. Yes.

23 Q. And you see Mr. Levinson attaches on
24 behalf of the Rigmora LPs the term sheet and
25 Rigmora DIP proposal?

2	A. Yes.	20:31
3	Q. You can see from the sent line that	20:31
4	this was sent at 2:07 in the afternoon on	20:31
5	Friday, do you see that Mr. Regard?	20:31
6	A. Do you recall whether you reviewed	20:31
7	Rigmora's term sheet and proposal before the	20:31
8	debtors filed the DIP financing motion.	20:31
9	MS. TOMASCO: Objection, form,	20:31
10	assumes facts not in evidence.	20:31
11	Mr. Harrison is not addressed on this	20:31
12	email.	20:31
13	A. What I recall I believe was around	20:31
14	that time there was the hearing that I think I	20:31
15	counted 48 Zoom attendees in the bankruptcy	20:31
16	court which is paying attention to.	20:31
17	Q. So the answer to my question is no,	20:31
18	you did not review the Rigmora term sheet and	20:31
19	proposal prior to debtors filing their DIP	20:32
20	proposal?	20:32
21	A. The answer is no.	20:32
22	Q. Have you discussed the Rigmora term	20:32
23	sheet with anyone?	20:32
24	A. Yes.	20:32
25	Q. With whom?	20:32

2	MS. TOMASCO: Besides counsel of	20:32
3	course.	20:32
4	A. Besides counsel.	20:32
5	Q. You may include counsel but I'm not	20:32
6	asking you about the substance of your	20:32
7	communications with counsel.	20:32
8	Other than counsel, with whom did	20:32
9	you discuss the Rigmora term sheet?	20:32
10	A. Multiple parties.	20:32
11	Q. Who?	20:32
12	A. Tim pole, Perry Mandarino, Joe	20:32
13	Yanchik, Dan Finkelman, and counsel.	20:32
14	Q. When did you discuss the Rigmora	20:32
15	term sheet with the individuals that you just	20:32
16	named?	20:32
17	A. After it was received. After I saw	20:32
18	it.	20:32
19	Q. When did you see the Rigmora term	20:32
20	sheet and DIP proposal?	20:32
21	A. It was probably after the hearing.	20:32
22	Q. On Friday the 13th?	20:32
23	A. Yes.	20:32
24	Q. What was the general nature of your	20:32
25	discussions about the Rigmora term sheet with	20:33

2	individuals other than counsel?	20:33
3	A. The general nature?	20:33
4	Q. Yes.	20:33
5	A. Critical.	20:33
6	Q. Why so?	20:33
7	A. Because it's a death March term	20:33
8	sheet. It's nonviable, it lends the partnership	20:33
9	it's own money which is sort of funny, it mass	20:33
10	raids under no interest rate to essentially	20:33
11	liquidate the companies that Rigmora wanted to	20:33
12	liquidate in the first place.	20:33
13	So I found it an abomination	20:33
14	frankly, and others did as well.	20:33
15	Q. When you say liquidate the	20:33
16	companies, what do you mean by that?	20:33
17	A. As I recall the term sheet which	20:33
18	lends the partnership it's own money stipulates	20:33
19	that if they portfolio company can't get	20:34
20	replacement financing within a certain period of	20:34
21	time, then it is liquidated.	20:34
22	Q. By liquidated, what do you mean --	20:34
23	A. Asset sales. And that's not	20:34
24	what-what our plan seeks to accomplish.	20:34
25	Q. By asset sale, do you understand	20:34

2 that to mean that other interested investors
3 could participate in investment or purchase of
4 the portfolio companies?

5 MS. TOMASCO: Objection, form.

6 A. By asset sale, I mean liquidating
7 the company in order to repay the DIP is the
8 final common pathway and in my opinion, the 100
9 percent outcome of this proposal and I think
10 Rigmora and every lawyer on this perfectly well
11 knows it.

12 Q. Dr. Harrison, if you would like an
13 item 1 of the Rigmora term sheet, the seven
14 debtor portfolio companies and ATLS would
15 receive initial funding total up to 9.1 million
16 dollars upon entry of DIP orders and then would
17 receive another 22 and a half million dollars
18 seven weeks later, correct?

19 A. Correct.

20 Q. Notice second funding motion the
21 debtors are seeking under 34 million dollars
22 total for ATLS and the debtor portfolio
23 companies to immediate their needs until the end
24 of July, correct?

25 MS. TOMASCO: Objection, form.

2 A. Yes. I believe that's the right
3 number.

4 Q. I'll represent to you that the
5 items -- Dr. Harrison, I'll represent to you
6 that the amounts in item 1 of Rigmora's proposal
7 were calculated to cover all of the debtor
8 portfolio company ATLS and Chapter 11
9 professional and U.S. trustee expenses shown in
10 the debtor's budget in their second funding
11 motion through June 19, 2026, less the ams
12 authorized in the first funding order and the
13 1.4 million dollar ATBM management fee.

14 If that representation is accurate,
15 then those amounts are sufficient to fund the
16 debtor portfolio companies and ATLS for the next
17 18 weeks, correct?

18 MS. TOMASCO: Objection, form.

19 A. In a strict answer to your question,
20 without regard to the set up of this proposal,
21 yes.

22 Q. And if you could please look on page
23 2, still in item 1 of Rigmora's term sheet but
24 at the last paragraph of the item, the last
25 paragraph of item 1 of Rigmora's term sheet says

2 that Rigmora's prepared to consider providing 20:37
3 funding or consent to the providing of funding 20:37
4 by the fund to portfolio companies that are not 20:37
5 debtors on terms and conditions that shall be 20:37
6 negotiated separately. 20:37

7 Do you see that? 20:37

8 A. I read those words, yes. 20:37

9 Q. Under Rigmora's proposal there is a 20:37
10 potential pathway to ensure that those nondebtor 20:37
11 portfolio companies do not suffer immediate or 20:37
12 irreparable harm and receive funding. Correct? 20:38

13 MS. TOMASCO: Objection, form. 20:38

14 Assumes facts not in evidence. 20:38

15 A. I believe the context of the term 20:38
16 sheet is one of creating irreparable harm. And 20:38
17 it's nonviable. And I think that the things 20:38
18 that you are referring to are the figure leaf on 20:38
19 those intentions, which are obvious when you 20:38
20 read it through to the end. 20:38

21 Q. Dr. Harrison, the debtor portfolio 20:38
22 company is ATLS won't suffer irreparable harm 20:38
23 during the next 18 weeks if they receive the 20:38
24 amounts of funds shown in the debtors' budget 20:38
25 for that period, will they into? 20:38

2 MS. TOMASCO: Objection, form. 20:38

3 A. If I say that someone is going to 20:38

4 kill you in 18 weeks, but in the meantime you're 20:38

5 going to have a great life, that's probably not 20:38

6 the choice you would make if you had other 20:38

7 choices. And that's what this term sheet says. 20:39

8 Q. And you equate a debtor portfolio 20:39

9 company being acquired through a market process 20:39

10 by another investor with death? 20:39

11 MS. TOMASCO: Objection, form. 20:39

12 A. Another investor? 20:39

13 Q. What is the death in that scenario? 20:39

14 A. A death in the scenario is an asset 20:39

15 sale as opposed to an EQTerly exit of the 20:39

16 portfolio to -- in accordance with a plan that I 20:39

17 believe we have the right under Chapter 11 to 20:39

18 propose. 20:39

19 Q. You take an asset sale through a 20:39

20 bankruptcy proceeds supervised by the bankruptcy 20:39

21 court would be an orderly process? 20:39

22 MS. TOMASCO: Objection, form. 20:39

23 Assumes facts not in evidence. 20:39

24 A. I don't think it would be what our 20:39

25 plan will propose. But it is good to know that 20:39

2 we agree that your term sheet leads to that
3 inestability.

4 Q. I don't agree with that
5 Dr. Harrison, I'm trying to understand your
6 reaction to it?

7 A. I thought that's what you said.

8 Q. I'm trying to understand your
9 reaction to it. And--

10 A. My reaction is based on the fact
11 that in this term sheet, it stipulates that if
12 the quote/unquote DIP which by the way is
13 lending the partnerships own money under some
14 sort of Rigmora aegis which is fiction as I
15 understand it, that if the DIP is not replaced,
16 that the company will immediately be kicked into
17 an asset sale and that presumes that an equity
18 financing could be done which I believe is
19 impossible under these circumstances or a
20 venture debt financing which would be done which
21 I know is impossible in these circumstances or
22 another debt on a single early stage portfolio
23 company, another DIP which I doubt very highly
24 would occur.

25 So knowing what I know about the

2 markets, I happen to think -- I fully believe
3 and I actually know that the Krafters of this
4 Kraft tea proposal know exactly what they are
5 doing which is to simply drive the companies to
6 liquidation, that's what it says.

7 Q. Dr. Harrison, your your view of the
8 Rigmora term sheet and DIP proposal is based on
9 that document -- strike that.

10 Dr. Harrison since you received the
11 Rigmora term sheet and proposal, have you had
12 any conversations with any individuals at the
13 Rigmora family office or Dr. Rig RYBOLOVLEV.

14 A. No.

15 Q. Dr. Harrison, since you received the
16 Rigmora term sheet and proposal, have you had
17 any conversation with Rigmora's financial
18 advisors at Rothschild?

19 A. No.

20 Q. So when you attribute all these
21 motives to the Rigmora LPs, you're doing so not
22 based on any conversations that you have had
23 directly with them?

24 MS. TOMASCO: Objection. Form.

25 Q. Since receiving the term sheets and

2 proposals, correct?

20:42

3 MS. TOMASCO: Objection, form.

20:42

4 MS. TOMASCO: As you know officers

20:42

5 of the debtor have contacted Rothschild

20:42

6 individual and had a conversation.

20:42

7 Q. I'm asking Dr. Harrison about

20:42

8 whether he personally has any personal knowledge

20:42

9 direct from anyone at Rigmora that is informing

20:42

10 his view of these terms sheets.

20:42

11 MS. TOMASCO: No. Actually you

20:43

12 asked the question whether or not

20:43

13 Dr. Harrison had reached out to the

20:43

14 Rothschild group to discuss the matter.

20:43

15 And in, fact, representatives of the

20:43

16 debtors have discussed with with

20:43

17 Rothschild the term sheet.

20:43

18 Q. My question was not whether

20:43

19 Dr. Harrison had reached out to anybody but

20:43

20 whether he had participated in any conversations

20:43

21 regardless of who set them up.

20:43

22 I understand his answer to that is

20:43

23 no, is that correct, Dr. Harrison?

20:43

24 MS. TOMASCO: Objection, form.

20:43

25 You're mischaracterizing his testimony.

20:43

2 Q. Dr. Harrison, have you spoken to 20:43
3 anyone at Rothschild about the rig DIP proposal? 20:43

4 A. No, Mr. Mandarino and Mr. Pole spoke 20:43
5 with the Rothschild individual. 20:43

6 Q. But to answer I didn't remember 20:43
7 question, my conclusion of the intention at the 20:44
8 base of this quote/unquote DIP document is based 20:44
9 upon reading it. 20:44

10 Q. Dr. Harrison, if you look at Exhibit 20:44
11 24 the email from Mr. Levinson to counsel, 20:44
12 starting with the second full paragraph, 20:44
13 Mr. Levinson says in providing this proposal to 20:44
14 consent to the use of the funds for DIP 20:44
15 financing, the LP's contemplate that each of the 20:44
16 debtors will have six weeks to pursue 20:44
17 alternative DIP financing that would be secured 20:44
18 solely by the debt of debt dearth to be used 20:44
19 with the proceeds to be used to refinance any 20:44
20 debt obligations owed by such debtor to the 20:44
21 fund. In the event that any of the debtors are 20:44
22 unable to obtain such DIP financing or otherwise 20:45
23 repay its obligations in full such debtor would 20:45
24 have an additional 12 weeks to conduct an 20:45
25 orderly sale of their assets under Section 363 20:45

2 of the bankruptcy court whether as a going
3 concern or otherwise.

4 If that's accurate, that provides
5 sufficient opportunity for the DIP lending
6 market to determine whether each debtor
7 portfolio company has value worth preserving,
8 right?

9 MS. TOMASCO: Excuse me, where is
10 that in the term sheet? Rather than
11 Mr. Levinson's characterization?

12 Q. My question relates to Exhibit 24
13 and the paragraph that I just read from
14 Mr. Levinson's email.

15 And my question is if that's
16 accurate, that provides sufficient opportunity
17 for the DIP lending market to determine whether
18 each debtor portfolio company has value worth
19 preserving, correct?

20 MS. TOMASCO: Objection, form.
21 Mischaracterizes the document.

22 A. If I gave you six weeks to do a
23 standing jump of 20 feet, and then you would
24 suffer some horrible fate, but then I gave you
25 an additional 12 weeks to jump 20 feet from the

2 standing position and then let you suffer that 20:46
3 fate, I don't think it makes a difference and am 20:46
4 certain the DIP market, at least in my 20:46
5 understanding of it, is not going to be 20:46
6 interested in replacing financing for an 20:46
7 individual debtor and the point of, I would 20:46
8 think, any viable funding plan is to enable the 20:47
9 portfolio companies with their valuable projects 20:47
10 to emerge from Chapter 11 intact. I also 20:47
11 understand that the 97 million or approximately 20:47
12 97 million are funds of the estate so we should 20:47
13 use them to enable the portfolio companies to 20:47
14 emerge and to access an exit fast it of the type 20:47
15 that Oaktree outlines in their term sheet and 20:47
16 that's the debtors' approach, to the funding. 20:48

17 Q. Dr. Harrison, in your view, the 20:48
18 debtor portfolio companies won't be able to 20:48
19 attract DIP financing within six weeks? Yes or 20:48
20 no? 20:48

21 MS. TOMASCO: Objection, form, 20:48
22 that's not what he said. 20:48

23 A. I don't believe that providing this 20:48
24 form of financing and insisting that it be 20:48
25 swapped out or the portfolio company is 20:48

2 subjected to an orderly sale of their assets is 20:48
3 appropriate in circumstances where we are filing 20:48
4 a plan of reorganization that will maintain the 20:48
5 portfolio companies intact. Then I believe that 20:48
6 this undermines and dynamites that and I don't 20:49
7 think it's -- it fits with the proposal that we 20:49
8 have made which I believe we have a right to 20:49
9 make under the bankruptcy law as a debtor in 20:49
10 possession and to ensure it's feasibility which 20:49
11 we are in the process of doing. 20:49

12 Q. Let me make one observation is which 20:49
13 is that the court reporter has a hard stop at 9 20:49
14 o'clock tonight which is ten minutes from now 20:49
15 and that we have been on the record for just 20:49
16 over six hours that we started at 1 o'clock due 20:49
17 to your personal issue and we may have to hold 20:49
18 this deposition open and continue it tomorrow to 20:49
19 complete the questioning. 20:49

20 MS. TOMASCO: No. 20:49

21 Q. I'm going to endeavor to finish it 20:49
22 in the next ten minutes but I'm deciding to ask 20:49
23 you Dr. Harrison yes or no questions to the 20:50
24 extent that I can and I will ask you to confine 20:50
25 your answers to my questions so that we can wrap 20:50

2	this up and not need to extend this tomorrow.	20:50
3	I have another question before I	20:50
4	wrap this up while we are still on the record,	20:50
5	Ms. Tomasco, will you be making Mr. Pole	20:50
6	available for a deposition tomorrow?	20:50
7	MS. TOMASCO: No.	20:50
8	Q. Dr. Harrison, if you look at page 4	20:50
9	of the Rigmora term sheet under item number 8	20:50
10	milestones, do you see that?	20:50
11	A. I see budget covenants right on	20:50
12	the --	20:50
13	Q. Can you look at page 4.	20:50
14	A. I'm sorry. Item number 8.	20:50
15	A. Oh, .	20:50
16	Q. Amounts?	20:50
17	A. Yes, sorry.	20:50
18	MS. TOMASCO: 8?	20:50
19	Q. And?	20:50
20	MS. TOMASCO: There is a typo.	20:50
21	Q. I'm going to try to wrap this up	20:50
22	tonight. But I'm going to need your help and	20:50
23	your help as well and I think we all want to	20:51
24	help the court reporter.	20:51
25	Dr. Harrison looking at the top of	20:51

2 page 4 in item 8 where it says milestones, do 20:51
3 you see that it provides that the fund with the 20:51
4 written consent of the LPs not to be 20:51
5 unreasonably withheld as to one or more 20:51
6 borrowers may consent to extent such deadlines. 20:51
7 Do you see that? 20:51

8 A. I do. 20:51

9 Q. And you understand that that's a 20:51
10 reference to the ability to extend the deadlines 20:51
11 on the 12 weeks to complete the sale process? 20:51

12 A. Sure. 20:51

13 Q. Dr. Harrison, one of the reasons 20:51
14 debtors say their DIP proposal should be 20:51
15 approved is that if it is not, the debtors will 20:51
16 be forced to continuing litigating with Rigmora 20:51
17 and burning through expenses, were you aware of 20:51
18 that? 20:52

19 A. Yes. 20:52

20 Q. Two the main items the debtors and 20:52
21 Rigmora have been disputing in these Chapter 11 20:52
22 cases are funding and Rigmora's motion to 20:52
23 dismiss the fund and GP cases, correct? 20:52

24 A. Yes. 20:52

25 Q. The Oaktree DIP funding wouldn't end 20:52

2 the litigation over the motion to dismiss, would
3 it?

4 MS. TOMASCO: Objection, form.

5 A. I don't know.

6 Q. And in fact, under the Oaktree
7 proposal, it will be an event of default if the
8 debtor settle a material issue rather than
9 continuing to litigate it, correct?

10 MS. TOMASCO: Objection to form.

11 A. I can't comment that's a legal
12 conclusion.

13 REPORTER'S NOTE: settle.

14 Q. Were you aware in the DIP motion at
15 page 31, the event of default provides the one
16 or more of the debtors enters into any material
17 settlement with any stake holder or affiliate of
18 a stakeholder, it will be an event of default
19 under the Oaktree proposal?

20 MS. TOMASCO: Objection, form. The
21 document speaks for itself.

22 A. I'll aware of what's in the
23 document.

24 Q. And you are aware of that default
25 provision?

2	A. Yes.	20:52
3	Q. And you are aware that a default	20:53
4	upon settlement provides an incentive to	20:53
5	continue to litigate?	20:53
6	MS. TOMASCO: Objection, form.	20:53
7	Speculative.	20:53
8	A. You've asked me to confine my	20:53
9	answers to yes or no. So no.	20:53
10	Q. A settlement is not event of default	20:53
11	under the rig DIP proposal, correct?	20:53
12	MS. TOMASCO: Objection, form.	20:53
13	A. I didn't quite catch your question.	20:53
14	Q. A settlement is not an event of	20:53
15	default under the rig DIP proposal, correct?	20:53
16	A. Correct.	20:53
17	Q. Would you agree with me by	20:53
18	discouraging settlement, the Oaktree proposal	20:53
19	insent advised continued litigation more than	20:53
20	the Rigmora proposal does?	20:53
21	MS. TOMASCO: Object to form.	20:53
22	A. I would disagree with you.	20:53
23	Q. You agree with me the interest rate	20:53
24	in the Rigmora DIP proposal is lower than the	20:53
25	interest rate in the Oaktree DIP proposal,	20:53

2	correct?	20:53
3	MS. TOMASCO: Objection, form.	20:53
4	A. It is a total red herring.	20:53
5	Q. Is the 14 percent interest rate in	20:53
6	the Oaktree proposal, correct?	20:54
7	A. Correct.	20:54
8	Q. And the fed funds rate in the	20:54
9	Rigmora DIP proposal, correct?	20:54
10	A. Correct.	20:54
11	Q. You understand that the fed funds	20:54
12	rate is currently under 4 percent, correct?	20:54
13	A. Correct.	20:54
14	Q. You understand that the Rigmora DIP	20:54
15	proposal has much lower fees than the Oaktree	20:54
16	DIP proposal?	20:54
17	A. I do.	20:54
18	Q. In fact, the Rigmora proposal has	20:54
19	zero fees, right?	20:54
20	MS. TOMASCO: Objection, form.	20:54
21	A. If that's what the term sheet says.	20:54
22	Q. Are you familiar with the Oaktree	20:54
23	proposal fees?	20:54
24	A. Somewhat.	20:54
25	Q. You are familiar with the fact that	20:54

2 there is an up front fee of 1 percent of the
3 total commitment amount?

20:54

20:54

4 A. That sounds right.

20:54

5 Q. And the total commitment amount is
6 65 million dollars?

20:54

20:54

7 A. Yes.

20:54

8 Q. So there is an up front fee of
9 650,000 dollars?

20:54

20:54

10 A. That would seem to be the case,
11 yeah.

20:54

20:54

12 Q. The debtors have to pay that fee on
13 the initial closing date, correct?

20:54

20:54

14 A. I believe so.

20:54

15 Q. That reduces the DIP funds available
16 to the debtors to pay expenses, correct?

20:54

20:54

17 A. I believe so.

20:55

18 Q. But that doesn't happen in the rig
19 DIP proposal, correct?

20:55

20:55

20 MS. TOMASCO: Objection, form.

20:55

21 A. You're asking many, many questions
22 that are evident in reading the two documents
23 but leaving out the salient features of the two
24 documents. And the salient features are that
25 the Rigmora term sheet lends the partnership

20:55

20:55

20:55

20:55

20:55

2 it's own money which is absurd and stipulates 20:55
3 that the companies will be anile lated evident 20:55
4 believe and gives Rigmora full control over a 20:55
5 situation where it doesn't have control. 20:55

6 The Oaktree term sheet stipulates a 20:55
7 DIP that enables the portfolio to survive, that 20:55
8 stipulates that will convert into the surviving 20:55
9 entities after emergence from bankruptcy and 20:55
10 attaches a 300 million dollar exit facility that 20:55
11 is in the process of being negotiated so the 20:55
12 Oaktree term sheet is a term sheet that provides 20:55
13 a path out whereas the Rigmora is a term sheet 20:55
14 that provides a path right back into Mr. Bog do 20:55
15 have November's May is a email which was the 20:56
16 cause of this conflagration in the first place. 20:56
17 So let's go on to discuss the specifics as you 20:56
18 would like. 20:56

19 Q. Dr. Harrison, you understand that 20:56
20 the Rigmora term sheet offers DIP commitments 20:56
21 consisting of loans each to be treated as a 20:56
22 separate loan on per borrower basis to the 20:56
23 portfolio companies, correct? 20:56

24 A. I don't understand the concept of 20:56
25 loaning a partnership its own money or that 20:56

2 Rigmora would have control since that money was 20:56
3 put under the bankruptcy court's control by 20:56
4 court order. So I don't understand the 20:56
5 fundamentals here. 20:56

6 Q. And if your understanding of who 20:56
7 owns and controls the capital paid in to the 20:56
8 fund is incorrect, would you reconsider the 20:57
9 Rigmora term sheet? 20:57

10 MS. TOMASCO: Objection, form. 20:57

11 A. No, because what the Rigmora term 20:57
12 sheet does is what I said. 20:57

13 Q. Dr. Harrison, under the Oaktree' 20:57
14 proporals Apertor guarantees the loan proceeds 20:57
15 that go to evercrisp, right? 20:57

16 A. And indenture gathers the proceeds 20:57
17 that go to Evercrisp? 20:57

18 Q. Sure? 20:57

19 A. I'm sorry. Under which term sheet? 20:57

20 Q. Undearth Oaktree DIP proposal, each 20:57
21 debtor portfolio company guarantees the loan 20:57
22 proceeds that go to all of the other portfolio 20:57
23 companies in ATLS, correct? 20:57

24 A. I see, yes. 20:57

25 Q. Under the Rigmora proposal, none of 20:57

2 the debtor portfolio companies guarantee any 20:57
3 debt other than their own, correct? 20:58

4 A. Correct. 20:58

5 Q. Why is it in any individual 20:58
6 portfolio company's interest to guarantee 20:58
7 another of all or an portfolio company's DIP 20:58
8 financing when that portfolio company could get 20:58
9 DIP financing under the Rigmora proposal without 20:58
10 providing that guarantee? 20:58

11 MS. TOMASCO: Objection, form. 20:58

12 A. I'm sorry, I can't seriously address 20:58
13 the Rigmora proposal as a DIP because an it 20:58
14 simply takes our funding motion and turns it 20:58
15 into a situation where the companies will be 20:58
16 sold and Rigmora will get it's wishes which are 20:58
17 not the GP's responsibility, the responsibility 20:58
18 of the GP is to maximize the value of the assets 20:58
19 of the portfolio. 20:58

20 So if the Rigmora term sheet did not 20:58
21 have as its inevitable conclusion the 20:59
22 annihilation of the companies and the transfer 20:59
23 of control to Rigmora, then many of the things 20:59
24 that you are stating might be reasonable. 20:59

25 Q. Dr. Harrison -- 20:59

2 A. But given the framing by those clear 20:59
3 objectives in the Rigmora term sheet, all of the 20:59
4 appurtenances that you described don't make a 20:59
5 difference. 20:59

6 Q. Dr. Harrison, let me ask you to put 20:59
7 aside your GP role for a minute and focus on the 20:59
8 role of the chairman of the board of any one of 20:59
9 the individual debtor portfolio companies for 20:59
10 which you serve in that capacity. As the 20:59
11 chairman of the board of a debtor portfolio 20:59
12 company, take Apertor for example, why is it in 20:59
13 Apertor's interest to guarantee the DIP funding 20:59
14 to other portfolio companies when Apertor can 21:00
15 get DIP funding under the Rigmora proposal are 21:00
16 without providing that guarantee of every other 21:00
17 portfolio company's debt? 21:00

18 A. Why is it to my advantage to share 21:00
19 an Apple rather than eat a poison Apple? If I 21:00
20 am chairman of Apertor and thinking only in 21:00
21 those terms, my goal is to finance the company 21:00
22 and I know that I can't finance the company in 21:00
23 equity due to the current circumstances and the 21:00
24 Russian factor to begin with. I certainly can't 21:00
25 get venture debt without an equity round and my 21:00

2 job is to try to continue the company so in 21:00
3 order to continue the company, I need to seek a 21:01
4 form of financing that will enable me to do 21:01
5 that. And the proposal in the Rigmora term 21:01
6 sheet basically ends the company after a period 21:01
7 of weeks or months as the proposal in the 21:01
8 Oaktree term sheet, while it involves some cross 21:01
9 guarantees does not does that. In fact, it 21:01
10 stipulates that the DIP would convert into the 21:01
11 surviving entities and not be repaid. And it 21:01
12 links to an actual exit financing and the 21:01
13 combination of the amount in the DIP and the 21:01
14 exit financing are pretty much the amount that 21:01
15 the portfolio needs including Apertor. 21:01

16 Q. Dr. Harrison -- 21:01

17 A. To finance and syndicate. 21:01

18 So if I were chairman of Apertor, 21:01
19 that's what I would think. 21:01

20 Q. Dr. Harrison, you understand that if 21:01
21 the portfolio companies received a loan under 21:01
22 the Rigmora DIP proposal, they would have six 21:02
23 weeks to pursue alternate DIP financing and 21:02
24 would only can in the asset sale situation that 21:02
25 you are unhappy about if nobody else comes in 21:02

2 during that six week period to offer them an
3 alternative DIP.

4 You understand that, right?

5 MS. TOMASCO: That objection, form,
6 the document speaks for itself.

7 A. If you're asking me as chairman of
8 Apertor, I'm looking at this and thinking what
9 chances do I have of getting that alternative
10 DIP financing and I'm going to say very little.

11 Q. And you think that's true for every
12 single one of the debtor portfolio companies
13 that none of them will be able to obtain DIP
14 financing over the course of six weeks, is that
15 correct?

16 A. By and large.

17 Q. Let me just take one minute and then
18 I think we can wrap up.

19 Q. Is.

20 (Pause close he knew.

21 Q. I think we can wrap up for today.
22 I'm going to reiterate what because of the last
23 minute 1 p.m. start, and the corresponding 9
24 p.m. hard stop by the court reporter for which I
25 do not fault her at all, it is late and it has

2 been a long and busy day, which have only been 21:03
3 on the record I believe just over six hours. We 21:03
4 do have further questions for Dr. Harrison in 21:04
5 connection with the many pending motions in the 21:04
6 Chapter 11 cases and we may need to resume for 21:04
7 those final couple of hours tomorrow. 21:04

8 I will reserve that right and 21:04
9 revisit it. We will also, Ms. Tomasco be 21:04
10 revisiting the question of Mr. Pole's 21:04
11 availability for a deposition given his 21:04
12 appointment as an independent director and his 21:04
13 role in connection with the DIP proposal that 21:04
14 debtors are seeking to have heard on Thursday. 21:04
15 And we will follow up on the various document 21:04
16 issues. 21:04

17 So we will hold the deposition open 21:04
18 subject to resolution of those issues but let's 21:04
19 close for tonight and let the court reporter go. 21:04

20 MS. TOMASCO: Mr. Videographer, what 21:04
21 is the time on the record? 21:04

22 THE VIDEOGRAPHER: 6 hours, 25 21:04
23 minutes. 21:04

24 MS. TOMASCO: You have 35 minutes 21:04
25 left. We will see what we say but we 21:04

2 object to the reconvening of this
3 deposition.

4 MS. SELDEN: We will agree to
5 disagree for tonight on both those points
6 but let's go off the record and wrap up
7 for this evening, thank you Dr. Harrison.

8 THE VIDEOGRAPHER: Okay, the time is
9 9:04 p.m. and that concludes today's
10 deposition.

11 We are off the record.

21:05

21:05

21:05

21:05

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21:05

21:05

EXHIBIT D

1 UNEDITED ROUGH DRAFT | PERRY MANDARINO | 2.18.2026
2 THE VIDEOGRAPHER: We are now on the

3 record.

4 The time is 11:03 a.m. eastern time on
5 Wednesday, February 18, 2026.

6 This begins media number one to the
7 videotaped deposition of Perry Mandarino taken
8 in the matter of in response to Apple Tree Life
9 Sciences incorporated, et al.

10 My name is John Edmunds, and I am your
11 videographer today. The court reporter is
12 Stacey E. Raikes. We are representing Esquire
13 Deposition Solutions.

14 Counsel, would you please identify
15 yourselves and affiliations and the witness
16 will be sworn.

17 ATTORNEY TAFT: William Taft, Debevoise &
18 Plimpton for the Rigmore Limited Partners
19 joined by Laura ***Hollies of my firm.

20 ATTORNEY WINSTON: Eric Winston of Quinn
21 Emmanuel Urquart & Sullivan on behalf of the
22 debtors and the witness.(sworn.ecl) 11:04 a.m.)

23 BY ATTORNEY TAFT

24 Q. Good morning, Mr. Mandarino.

25 A. Morning, Mr. Taft.

Q. Okay. Your testimony today is under oath.

1 It's being taken down by the stenographer and the
2 videographer. You understand that?

3 A. I do.

4 Q. Great.

5 Is there any reason you can't testify
6 truthfully today?

7 A. No.

8 Q. Okay. I'm going to mark as Mandarin
9 Exhibit 9 a copy of the Notice of Deposition. For
10 today's deposition. Mark mark.

11 Q. You can put that aside. I don't have any
12 questions about that.

13 ATTORNEY WINSTON: Counsel, just one
14 question on Exhibit 9.

15 ATTORNEY TAFT: Yes.

16 ATTORNEY WINSTON: Is there a particular
17 contested matter that this is applying to
18 because it doesn't actually say it on the
19 notice.

20 ATTORNEY TAFT: Primarily, we're going to
21 be asking questions about the motion to
22 dismiss, the motion to lift stay, the second
23 finding motion, and the DIP motion. I think
24 that that will cover most of today's questions.

25 ATTORNEY WINSTON: Thank you.

1 ATTORNEY TAFT: And I'm marking as Exhibit
2 10 a copy of -- declaration of Perry Mandarino,
3 CRO of the debtors in support of the Chapter 11
4 petitions and first stay motions. Mark mark.

5 BY ATTORNEY TAFT

6 Q. Okay. Do you recognize this as a
7 declaration you submitted in support of the Chapter
8 11 filings?

9 A. Yes.

10 Q. Could we just refer to that as the first
11 day filings?

12 A. Sure.

13 Q. Okay. And I'm going to mark as exhibit
14 Mandarino 11, debtors motion for entry of an order
15 authorizing use of funds to fund portfolio
16 companies, may management expenses, and may Chapter
17 11 expenses in granting related relief filed on
18 January 29, 2026. Mark mark.

19 Q. Do you recognize this motion?

20 A. I do.

21 Q. And can we refer to this as the second
22 funding motion?

23 A. Sure.

24 Q. Okay?

25 ATTORNEY WINSTON: Counsel, just to make

1 the record clear, this does say filed under
2 seal. I honestly don't remember if we ended up
3 filing a fully public version. This is the
4 unredacted version; right?

5 ATTORNEY TAFT: Correct. This is the
6 under seal version?

7 ATTORNEY WINSTON: Okay. For purposes of
8 at least the deposition to start, maybe we
9 should mark things as the depositions
10 confidential and then we can, you know.

11 ATTORNEY TAFT: I'm fine with that. Yeah.

12 ATTORNEY WINSTON: Okay, thank you.

13 BY ATTORNEY TAFT

14 Q. And you supported -- you submitted a
15 declaration in support of this motion; correct?

16 A. I did.

17 Q. Okay.

18 ATTORNEY TAFT: I'm making Mandarino
19 exhibit 12, which is the declaration Perry
20 Mandarino in support of the second funding
21 motion mark mark.

22 Q. Do you recognize this filing?

23 A. Yes.

24 Q. And if you turn to page 8 of this filing,
25 can you confirm that that is your signature?

1 A. Well, it's a -- it's a -- it's an S slash
2 S. So yes, I did authorize that to be signed.

3 Q. Okay. Just for clarity, if I refer to the
4 entity, do you know what the entity ATP life
5 sciences science ventures LP is?

6 A. I do.

7 Q. Okay. If I refer to that as the
8 partnership or the fund, will you understand I'm
9 referring to that entity?

10 A. Sure. Why don't we call it the fund?

11 Q. The fund? Okay.

12 And you're familiar with the entity ATP 3
13 GP limited?

14 A. Yes.

15 Q. And if we refer to that as the GP, you'll
16 know I'm referring to that entity?

17 A. Yes.

18 Q. Okay. And are you familiar with the
19 entity Apple Tree Life Sciences, Inc.?

20 A. Yes.

21 Q. Okay. And if I refer to that as ATLS,
22 will you know what I'm talking about?

23 A. Yes, or the management company.

24 Q. Or the management company. Fine.

25 And if I refer to the fund, the GP, and

1 the ATLS, and the management company collectively as
2 the fund level debtors, will you know what I'm
3 referring to?

4 A. Sure.

5 Q. Okay. And there are also several
6 portfolio companies that are at issue in this case;
7 correct?

8 A. Yes.

9 Q. And if I refer to them by their names,
10 will you understand that those relate to the
11 portfolio companies?

12 A. Yes.

13 Q. Okay. Some of those portfolio companies
14 have filed for Chapter 11; correct?

15 A. Yes.

16 Q. If I refer to those entities as the debtor
17 portfolio companies, will you understand I'm
18 referring to those portfolio companies that filed
19 for Chapter 11?

20 A. Sure.

21 Q. Okay. And there are ten portfolio
22 companies that the -- the second funding motion
23 seeks funding for; correct?

24 A. Yes.

25 Q. Okay. And if I refer to those as the

1 funding motion portfolio companies, will you
2 understand that I'm referring to those ten portfolio
3 companies covered by the second funding motion?

4 A. I'll do my best to keep that all straight.

5 Q. Well, we'll work together on that. Thank
6 you.

7 How did you prepare for today's
8 deposition?

9 A. I read my declarations, I've read the
10 funding motion, I've read the DIP motion, I read the
11 document that was provided shortly or I received it
12 during the status conference last Friday referred to
13 as the rig more DIP. I reviewed the budget, what
14 we've re referred to as the project knew ton budget,
15 and I met with Mr. Winston.

16 Q. Okay. The project new ton budget, is a --
17 the 26-week budget that is referred to in the second
18 funding motion; is that correct?

19 A. Yes.

20 Q. Okay. Is there a more recent version of
21 that budget that has been prepared by you or B.
22 Riley?

23 A. There is, you know, a variation of it
24 that's attached to the Oaktree funding motion, and,
25 you know, we have some timing, you know, we started,

1 I believe we did update it just to reflect some
2 timing and to reflect an increase in the fees
3 requested by the official committee of unsecured
4 creditors and the fees to reflect the independent
5 director.

6 Q. Okay. And do you know if any changes to
7 the funding request for the portfolio companies are
8 reflected in that updated budget?

9 A. I don't believe so other than maybe some
10 timing by weeks.

11 Q. And by timing, what are you referring to?

12 A. Well, for the portfolio companies, I don't
13 think we changed any timing, so I'll take that back.
14 I don't believe there have been any changes to the
15 portfolio companies. I don't recall right now.

16 Q. Okay. To the extent the 26-week budget
17 reflects -- sorry?

18 ATTORNEY TAFT: Let me restate.

19 Q. The 26-week budget includes a week by week
20 breakdown for spending by portfolio companies;
21 correct?

22 A. That's right.

23 Q. Since the first funding motion was
24 entered, have the actual expenditures at the
25 portfolio companies matched the amounts in the

1 26-week budget?

2 A. No, there have been some timing difference
3 he is. There was, you know, there has been some
4 funding made to the portfolio companies. The
5 portfolio companies haven't necessarily spent all
6 that money. So they're sitting with some cash.

7 Q. Do you know, approximately -- and with
8 respect to the management company, that also had a
9 week by week breakdown of spending; correct?

10 A. Yes.

11 Q. And do you know if the actual spending by
12 the management company since the entry of the first
13 funding motion -- first funding order has matched
14 the 26-week budget?

15 A. Yes, I know if it has or has not.

16 Q. And has it or has it not?

17 A. It has not.

18 Q. And how has it varied from the amounts
19 reflected in the 26-week budget?

20 A. Just some timing differences. For example
21 the ordinary course bonuses were scheduled to be
22 paid the week of, I think, February 6th. They
23 haven't been paid yet. Obviously, the ATVM
24 management fee has not been paid because it was
25 agreed to not get paid. That was scheduled. And

1 there may be some other, you know, minor timing
2 differences.

3 Q. So has the management company actually
4 spent less money than was allocated to it in the
5 first funding order?

6 A. I believe so, yes.

7 Q. Okay. Do you know approximately how much
8 less?

9 A. Well, I know how much. No, I don't. I
10 just don't remember. I mean, I recall how much cash
11 they have, you know, as of, give or take, today.

12 Q. And how much is that?

13 A. About -- the management company now we're
14 speaking solely the management company. About
15 \$2.4 million.

16 Q. Okay. Why were the bonuses that were
17 reflected in the 26-week budget not paid on February
18 2nd?

19 A. I think it was scheduled to be the week of
20 February 6th.

21 It was, you know, cash is very tight. We
22 don't have an agreement on the next funding motion.
23 And, you know, generally, those bonuses don't need
24 to get paid either until the end of February or the
25 beginning of March. So it was thought that it was

1 prudent to, you know, put off that payment until we
2 knew there was the appropriate funding to keep the
3 company going.

4 Q. Okay. Were you aware that those bonuses
5 did not have to be paid the week of February 6th?
6 Sorry.

7 When did you become aware that the bonuses
8 did not have to be paid the week of February 6th?

9 A. I was aware the bonuses needed to get paid
10 by the end of February, you know, the whole time. I
11 mean, a while ago. Before, you know, the budget was
12 put together.

13 Q. Okay.

14 A. Or during, as the budget was being put
15 together.

16 Q. Okay. But it's your testimony today that
17 those bonuses never had to get paid before the end
18 of February or early March; correct?

19 ATTORNEY WINSTON: Objection. Misstates
20 testimony.

21 A. I don't know if that's what I said. I
22 think I said that the bonuses, you know, were
23 required to be paid by the end of February. We put
24 it in for the week of February 6th because we wanted
25 to maintain employee confidence. And, you know, the

1 bonuses have not been paid for the reasons I stated.

2 Q. Okay. Have any employees of the
3 management company quit since the budget was
4 prepared?

5 A. I don't believe so.

6 Q. Okay. Have any employees of the
7 management company informed the company that they
8 intend to quit?

9 A. I'm not aware.

10 Q. Okay. Did you bring any documents with
11 you into the room for today's deposition?

12 A. Absolutely not.

13 Q. Okay. I'd like to turn to your -- I
14 should have mentioned, Mr. Winston, that some of
15 these questions may also relate to the contested
16 retention?

17 ATTORNEY WINSTON: Okay.

18 ATTORNEY TAFT: Application.

19 ATTORNEY WINSTON: Sure.

20 ATTORNEY TAFT: And, to that effect:

21 Q. When were you first contacted about this
22 matter?

23 A. It was -- I don't know. It goes back
24 time -- I answered this exact question my first
25 deposition. You could go back to that transcript,

1 because it was much fresher in my mind, but
2 somewhere around Thanksgiving, I think.

3 Q. Okay. Do you recall who contacted you?

4 A. I believe it was Ms. calm and could have
5 been Mr. Winston.

6 Q. Okay. And do you recall having any
7 meetings -- sorry.

8 At some point after that, you signed -- B.
9 Riley signed an engagement letter?

10 A. Yes.

11 Q. With Quinn Emmanuel; correct?

12 A. Yes.

13 Q. Okay.

14 A. No, I'm sorry, not with Quinn Emmanuel.

15 Q. Oh, I'm sorry?

16 A. With -- we signed our engagement letter
17 with the management company, believe.

18 Q. With the management company?

19 A. Or it was more than that. There was a
20 bunch of have of entities referenced. You obviously
21 have my retention application that has the -- that
22 has the engagement letter attached so you could
23 refer to that as to who the entities are.

24 Q. Okay.

25 ATTORNEY WINSTON: Just a caution you,

1 Mr. Mandarino, let counsel finish his question
2 before you answer. You did it one time. So
3 I'm just giving you the warning now.

4 THE WITNESS: Yes, sir.

5 BY ATTORNEY TAFT

6 Q. Were you involved in -- do you recall when
7 that engagement letter was finalized?

8 A. No.

9 Q. Okay.

10 (Pause.)

11 Q. Do you recall having a kickoff meeting on
12 or about December 6th of 2025 relating to this case?

13 A. Sounds right.

14 Q. Okay. Do you recall who participated on
15 that meeting?

16 A. No.

17 Q. Do you recall whether Seth Harrison
18 participated?

19 A. I'm sure he did.

20 Q. Do you recall whether any counsel
21 participated?

22 A. Yes, I just don't remember who from
23 counsel was on.

24 Q. Okay. Prior to that meeting, had you
25 reviewed any materials about the fund or the --

1 about the fund?

2 A. Again, you asked me this question at the
3 first deposition, so my answer doesn't change, so I
4 don't want to be inconsistent, but I don't recall
5 exactly what I reviewed, but yes, I think I reviewed
6 some publicly available information. I just don't
7 remember what else.

8 Q. Okay. Do you recall if the kickoff
9 meeting discussed the decision rendered by the
10 Chancery Court on December 5th of 2025?

11 ATTORNEY WINSTON: So I will caution the
12 witness not to reveal communications with
13 counsel. But the question that was asked is a
14 yes or no.

15 A. Yes.

16 Q. And was the Chancery Court opinion
17 discussed during the kickoff meeting?

18 A. Is that a different question? I'm sorry,
19 I thought that's what you just asked me.

20 Q. Sorry, I was recalling whether or not you
21 recalled if it was discussed and now I'm asking was
22 it discussed?

23 A. Yes.

24 Q. Yes, it was. Okay.

25 Prior to that kickoff meeting, do you

1 recall any other meetings with Seth Harrison?

2 A. I don't remember.

3 Q. Okay. Do you recall any other meetings
4 with any other representative or employee of -- I'll
5 restate.

6 Do you recall any meetings or discussions
7 with Dan Finkelman prior to the December 6th
8 meeting?

9 A. No.

10 Q. Do you recall any discussions or meetings
11 with Mr. Yanchik prior to the December 6th meeting?

12 A. No.

13 Q. To your knowledge, was the December 6th
14 kickoff meeting called in response to the Chancery
15 Court having issued its opinion on December 5th?

16 A. I don't know.

17 Q. Do you recall whether any materials were
18 provided to you during that December 6th meeting?

19 A. I don't.

20 Q. What topics do you recall being discussed
21 during the December 6th meeting?

22 ATTORNEY WINSTON: You can answer that
23 question at a high level, but I caution you not
24 to reveal any attorney client communications.

25 A. The Chancery Court opinion, our retention

1 and scope, and next steps.

2 Q. What do you recall being discussed about
3 B. Riley's retention?

4 A. About retaining B. Riley to assist the
5 company.

6 Q. Okay. And what do you recall being
7 discussed about the scope of that retention?

8 A. To provide typical financial advisory
9 services for a distressed company.

10 Q. Okay. And does that include advising on
11 whether or not to file for bankruptcy?

12 A. No.

13 Q. You don't consider advising on whether or
14 not to file for bankruptcy to be within the scope of
15 B. Riley's retention?

16 ATTORNEY WINSTON: Objection. Vague.

17 A. I don't know.

18 Q. Okay.

19 A. I don't -- I mean, I'm not a decision
20 maker. I don't have a vote whether to file or not.
21 I don't know. I don't know how to answer that.

22 Q. Okay. Did you provide advice on whether
23 or not to -- to any of the debtors as to whether or
24 not to file for bankruptcy?

25 A. I don't remember.

1 Q. Is that in -- you've been a CRO for over
2 400 debtors; correct?

3 A. No, I've been a CRO for a handful of
4 debtors. I've worked on, you know, several hundred,
5 400 plus different restructuring type cases.

6 Q. So, in most of those restructuring cases,
7 have you been advising creditors?

8 A. I've advised debtors, creditors, both
9 secured and unsecured creditors, and I've advised
10 other parties I in interest such as either equity
11 holders or investors.

12 Q. You said you've been a CRO for a handful
13 of debtors. Approximately how many debtors have
14 you been a CRO for?

15 A. Four? Four or -- three to four, five,
16 something like that.

17 Q. Okay. Now, in this case, there are, what,
18 there are ten debtors between the?

19 A. Right.

20 Q. Porticos and the --

21 A. Right.

22 Q. Okay. So when you say you've been a
23 previously been a CRO to three or four debtors, is
24 that you've like individual entities?

25 A. No. Good clarification.

1 I would say four or five cases that had
2 multiple debtors in those cases.

3 Q. Okay. So this is maybe the fifth or 6
4 case in which you have been appointed as a CRO for a
5 group, one or more group?

6 A. Correct.

7 Q. Debtors? Okay.

8 In any of those cases where you've
9 represented -- or, I'm sorry.

10 In any of those cases where you've been
11 appointed as a CRO for debtors, have you advised
12 management as to whether or not to file for
13 bankruptcy?

14 A. My recollection in those matters is that
15 the decision to file for -- I was brought in as CRO
16 because the decision to file for bankruptcy had been
17 already, you know, contemplated and, you know, it's
18 never made until the final -- there's a final board,
19 you know, approval for it, but that the management
20 and boards of those companies were considering it
21 seriously.

22 So in preparation of that, they needed to
23 retain a CRO. So I don't recall if I've ever given
24 advice on the go, no go of it. I just don't
25 remember.

1 Q. Okay. And in this case, you did not give
2 advice on whether or not to file for bankruptcy for
3 any of the debtors; correct?

4 A. I don't -- I don't specifically recall
5 what advice, if advice was offered or requested from
6 me. I, you know, things went pretty quick in the
7 few days between, you know, that kickoff meeting and
8 the filing. I just, you know, I just don't remember
9 specifically.

10 Q. Okay. At the time of the kickoff meeting
11 on December 6th, was it your impression that a
12 decision had already been made to file for
13 bankruptcy?

14 A. I don't know if that would violate, you
15 know, attorney-client privilege?

16 ATTORNEY WINSTON: Could I spend -- could
17 we take a break and just?

18 ATTORNEY TAFT: If you need to. We can go
19 off the record.

20 ATTORNEY WINSTON: I understand the
21 concern he's asking and I just want to make
22 sure I.

23 ATTORNEY TAFT: Sure.

24 ATTORNEY WINSTON: Fully understand before
25 I take a position on this.

1 THE VIDEOGRAPHER: Thank you. The time is
2 11:30 a.m. we're going off the record.

3 (Discussion off the record.)

4 THE VIDEOGRAPHER: The time is 11:32 a.m.
5 we're going back on the record.

6 BY ATTORNEY TAFT

7 Q. Mr. Mandarino, at the time of the kickoff
8 meeting on December 6th, was it your impression that
9 a decision had already been made to file the fund
10 level debtors for bankruptcy?

11 A. No.

12 Q. Okay. And but that was -- that was being
13 actively considered at the time; correct?

14 ATTORNEY WINSTON: Objection. Calls for
15 attorney-client privileged communications and I
16 will instruct the witness not to answer unless
17 he can answer it outside of those
18 communications.

19 A. I can't answer outside of those
20 communications.

21 Q. Okay. To your knowledge, when was the
22 decision made to put the fund level debtors into
23 bankruptcy?

24 A. Whatever date. I think it's the 9th.
25 Whatever date the, you know, attached to the

1 petition. I think there's a board resolution or
2 there's some resolution, so whatever date that would
3 be.

4 Q. Okay. And?

5 ATTORNEY TAFT: Could I mark tab 12,
6 please? Mark mark.

7 ATTORNEY WINSTON: By the way, I think
8 we're up to 13, if you're going to mark a new
9 exhibit.

10 ATTORNEY TAFT: Yeah.

11 ATTORNEY WINSTON: Okay. Just so you have
12 it, we're going to mark as Mandarino Exhibit 13
13 the retention agreement for B. Riley attached
14 to your retention application. Mark mark.

15 Q. And what is the date of that retention
16 application?

17 A. December 9th.

18 Q. Is that consistent?

19 A. Well, no, I'm sorry, this isn't a
20 retention application.

21 Q. Sorry, this is the engagement?

22 A. Engagement agreement.

23 Q. Thank you for that clarification.

24 Is that consistent with your understanding
25 that B. Riley was engaged on December 9th, 2025?

1 A. It is.

2 Q. Okay.

3 ATTORNEY TAFT: I'll mark as Exhibit No.

4 14. Mark mark.

5 Q. And email from you dated December 8, 2025,
6 to Brian R riley at riley.come.

7 Do you recognize the email address Bryant
8 R riley?

9 A. Yes.

10 Q. Who is that?

11 A. He's the could he CEO and chairman of BRC
12 group holdings, Inc.

13 Q. Okay. And if you look at the second email
14 in this chain dated Monday, December 8th, 2025, 7:16
15 a.m., it says will explain when we talk, but they
16 need to file Chapter 11. They may want me to be
17 CRO.

18 A. Right.

19 Q. So did you learn on December 8th that the
20 fund level debtors intended to file for Chapter 11
21 on December 9th?

22 A. Possibly.

23 Q. Okay. It says they need to file Chapter
24 11 tomorrow.

25 What was the basis for you telling

1 Mr. Riley that the fund level debtors needed to file
2 for Chapter 11?

3 ATTORNEY WINSTON: I will instruct the
4 witness not to answer to the extent it reveals
5 attorney-client privileged communications. But
6 if you can answer it without that, by all
7 means.

8 THE WITNESS: Sure.

9 A. Well, first of all it doesn't say that the
10 fund level debtors need to file. It just says they
11 may need to file. So number one.

12 And number two, the reason I sent this
13 email is that, internally, we have to get any new
14 client approved and usually there's a process and it
15 usually takes a number of days. So I was letting
16 him know that, you know, I would need approval, you
17 know, sort of post-haste in order to be able to
18 accept the engagement.

19 Q. Okay. Who were you referring to when you
20 said they in the sentence, they need to file?

21 A. You know, Apple Tree as a whole. Apple,
22 the Apple Tree entities.

23 Q. Okay. And what was your basis for saying
24 that they needed to file?

25 A. It was my understanding that that was what

1 was going to happen.

2 Q. And what was that understanding based on?

3 A. Discussions with counsel.

4 Q. Okay. Which counsel were involved in
5 those discussions?

6 A. Quinn Emanuel.

7 Q. Okay. Those discussions took place before
8 B. Riley was engaged; correct?

9 A. Yes.

10 Q. Okay. And what was -- what was told to
11 you by Quinn Emmanuel regarding why Apple Tree
12 entries needed to file on December 9th?

13 ATTORNEY WINSTON: Objection. Calls for
14 attorney-client privileged communications.
15 Will instruct the witness not to answer.

16 BY ATTORNEY TAFT

17 Q. You're going to follow that instruction?

18 A. I am.

19 Q. Okay. Did you have any further
20 discussions prior to the filings by the fund level
21 debtors on December 9th regarding the reasons for
22 filing bankruptcy?

23 A. I'm sorry, I didn't follow that.

24 Q. Let me --

25 Do you recall any further discussions with

1 Bryant riley at any time regarding this case?

2 A. I mean, he's, you know, if you will, he's
3 my boss, so I give him updates on client matters
4 like I do with all clients.

5 Q. Okay. Do you recall any further
6 discussions regarding this case that occurred prior
7 to the December 9th filings?

8 A. I don't.

9 Q. Okay. Do you recall any discussions with
10 Mr. riley regarding the reasons the fund level
11 debtors filed for bankruptcy?

12 A. No.

13 Q. Okay. Do you recall any discussions with
14 anybody else at B. Riley regarding the reasons the
15 fund level debtors filed for bankruptcy?

16 A. No.

17 Q. Did the bankruptcy filing occur on a
18 faster timeline than you had anticipated when --
19 based on your having been -- obeys had on your
20 initial discussions regarding this case?

21 A. Yes.

22 Q. How much faster?

23 ATTORNEY WINSTON: You can answer the
24 question, if you can answer it without
25 revealing attorney-client privileged

1 communications.

2 A. The question was how much faster?

3 Q. How much faster? What did -- typically,
4 what is the -- is there a typical period of time
5 between when you are first contacted about a
6 potential bankruptcy matter and when the entity
7 ultimately files for bankruptcy?

8 A. I mean, it's all over the place. It
9 happens -- sometimes we are retained after the
10 bankruptcy. Right? Sometimes, you know, there's a
11 six month or three month or, you know -- I remember
12 in one case, you know, several month GAAP.
13 Sometimes it's you get a call on a Friday and say
14 hey, you know, from whoever the referral source is,
15 and the company or whomever and said hey, we need to
16 file bankruptcy by like Monday. So it's all over
17 the place.

18 Q. Okay. And in the case of the fund level
19 debtors, was it your perception that the bankruptcy
20 filing happened quickly?

21 ATTORNEY WINSTON: Same instruction.

22 A. Was it my perception that this
23 particular -- these particular filings happened
24 quickly?

25 Q. Yeah.

1 A. I mean, sure. You know, our first call or
2 whatever was the 5th officer 6th and they filed the
3 9th, that's four days, that's pretty quick.

4 Q. Okay. Do you have any understanding as to
5 what was driving the timing of the bankruptcy
6 filings?

7 ATTORNEY WINSTON: Same instruction.

8 A. Yes.

9 Q. Okay. To your understanding, what was
10 driving the timing of the bankruptcy filings?

11 ATTORNEY WINSTON: Same instruction.

12 A. Yeah, that would reveal -- that I would
13 reveal attorney-client privilege.

14 Q. Did you have any discussions with Dr.
15 Harrison about the timing of the bankruptcy filings?

16 ATTORNEY WINSTON: Outside of the presence
17 of counsel?

18 ATTORNEY TAFT: Yes.

19 ATTORNEY WINSTON: Okay.

20 ATTORNEY TAFT: Outside of the presence of
21 counsel.

22 A. I was going to answer. I have no -- any
23 calls up until, you know, those few days were all
24 attended by Quinn Emanuel folks.

25 Q. Okay. Without revealing what he said, has

1 Dr. Harrison expressed to you a view as to the
2 factors relevant to the timing of the debtor level
3 bankruptcy filings?

4 A. You mean the, you know, why it was filed
5 December 9th or --

6 Q. Correct.

7 A. Yes.

8 Q. Okay. And I take it that you are not
9 willing to -- well let me just ask the question.

10 What did Dr. Harrison express to you as
11 the factors relevant to the timing of the debtor
12 level bankruptcy filings?

13 ATTORNEY WINSTON: So if you can answer
14 the question without revealing attorney-client
15 privileged communications, you can answer. For
16 avoidance of doubt, if you think you can answer
17 that question at a high level without revealing
18 attorney-client privileged communications, you
19 can. Doesn't waive privilege.

20 THE WITNESS: Okay.

21 A. Dr. Harrison expressed opinions on the
22 calls that we had with counsel, so I don't think I
23 could answer the specifics.

24 Q. Okay. Are you --

25 ATTORNEY TAFT: Strike that.

1 BY ATTORNEY TAFT

2 Q. Mr. Mandarino, is your entire
3 understanding of the factors considered by the fund
4 level debtors as to whether to file for bankruptcy
5 based on communications that were with counsel?

6 A. To the best of my recollection, yes.

7 Q. Okay.

8 ATTORNEY TAFT: And, Mr. Winston, can I
9 take it that you will instruct the witness not
10 to answer any questions regarding his
11 understanding of the factors considered by the
12 fund level debtors as to whether to file for
13 bankruptcy to the extent that understanding is
14 based on communications with counsel?

15 ATTORNEY WINSTON: I will, though, of
16 course, you're free to ask the questions and we
17 can take it question by question. I think
18 there are documents you may be showing
19 Mr. Mandarino later that would provide you an
20 opportunity to get to the information I think
21 you're trying to get to.

22 ATTORNEY TAFT:

23 (Pause.)

24 BY ATTORNEY TAFT

25 Q. Prior to December 5th, so which is the day

1 the Chancery Court thing came down, was -- did you
2 have an understanding as to the expected timing for
3 a potential bankruptcy filing?

4 A. Prior to December 5th? No, not prior to
5 December 5th.

6 Q. Okay. Prior to December 5th, had you been
7 told that a bankruptcy filing for the fund level
8 debtors was imminent?

9 A. I don't remember. I don't remember if the
10 word imminent was used. If it -- I just -- I don't
11 remember.

12 Q. Okay.

13 A. I don't know if there's anything you have
14 to refresh my recollection, I'd appreciate it, but I
15 just don't recall.

16 Q. Okay. After December 5th, was there more
17 urgency with respect to the bankruptcy filing?

18 A. I don't know, because I don't know what
19 the urgency was before December 5th.

20 Q. What is your normal diligence process for
21 determining whether or not to accept a position as a
22 chief restructuring officer?

23 A. We our diligence process is to understand
24 whatever we can about the company, the
25 counterparties. We, you know, and see if there's

1 adequate funding to pay our fees to determine if
2 there's any, you know, reputational risks that we
3 could have, you know, with respect to a client. If
4 it's within our scope and abilities to perform the
5 work we're being asked to perform. And, you know,
6 generally, you know, we would meet with the proposed
7 client and their counsel to understand the scope of
8 what we do, what needed to be done.

9 Q. Did you follow that formal diligence
10 process in connection with your accepting the CRO
11 role for the fund level debtors?

12 A. Yes.

13 Q. Okay. And what did you do to understand
14 the companies that you were going to be appointed
15 CRO as?

16 A. So, you know, consistent with your
17 question, you know, 20 minutes ago, and my answer I
18 should say to your question 20 minutes ago, we, you
19 know, researched what we could about the company,
20 both publicly available information, you know, had
21 discussions with counsel and had that, you know,
22 kickoff call or interest duct -- the first call we
23 had, whenever it was, December 5th or 6th, and, you
24 know, understanding what the scope we were asking to
25 do.

1 Q. Did you familiarize yourself with the
2 legal status of each of these entities?

3 ATTORNEY WINSTON: Objection. Vague.

4 A. I don't understand what that means, legal
5 status.

6 Q. Did you familiarize yourself with the --
7 with respect to the management company, whether it
8 was a corporation?

9 A. You know, we -- we're financial guys,
10 right.

11 Q. Yeah.

12 A. You know, as much as I may unfortunately
13 sound like a lawyer once in a while, I'm not. And
14 we stay in our line on the financial side. We rely
15 on a firm, you know, such as the debtor's counsel,
16 you know, and a firm with impeccable reputation to
17 make will legal calls, and I don't even know if I
18 contemplated it, but if the company -- 23 a company
19 will file for a Chapter 11, my assumption is that
20 the law firm representing the debtor has done their
21 home work and, you know, and I rely on their --
22 their quality and reputation and expertise to make
23 those determinations.

24 Q. As part of your normal diligence process,
25 before accepting the CRO position, do you check

1 whether or not the entity that you will be appointed
2 by is a publicly listed company?

3 A. Yes.

4 Q. Okay. Do you check whether or not the
5 entity is a private -- privately held company?

6 A. Sure.

7 Q. Why do you -- how does that relate to
8 your -- how is that relevant to your diligence
9 process?

10 A. It's just a fact.

11 Q. Okay. In connection with your diligence
12 process for the appointment by the fund, did you
13 determine that the fund is governed -- is a Cayman
14 except limited partnership?

15 A. I don't remember.

16 Q. Okay. Did you determine what jurisdiction
17 the GP debtor is organized under as part of your
18 diligence?

19 ATTORNEY WINSTON: Objection. Vague.

20 Determine?

21 A. I don't know.

22 Q. Okay. Did you consider the fact that the
23 GP is a Cayman entity?

24 ATTORNEY WINSTON: Objection. Vague.

25 A. Again, as I said before, I rely on counsel

1 to the debtor to determine, or the debtor, to
2 determine the appropriateness of the legal
3 complexities of the Chapter 11 that's outside of my
4 scope.

5 Q. Have you previously served as CRO for
6 entities that were organized under foreign law?

7 A. You know, I served as the CRO of a company
8 called mix, MIIX, insurance group, and that may not
9 have been the formal name of the company, but they
10 were an insurance company or holding company of
11 insurance company. And I believe, one of their
12 entities was a, you know, offshore company.

13 Q. And that you -- do you believe that you
14 were appointed as CRO for that offshore company?

15 A. I believe so. I don't know. It was, you
16 know, 15 years ago. I don't remember.

17 Q. Okay. Have you ever been appointed as CRO
18 for a venture capital fund?

19 A. No.

20 Q. Would you agree that the fund in this case
21 is a venture capital fund?

22 A. Yes.

23 Q. Okay. So this is the first time you're
24 serving as CRO for a venture capital fund?

25 A. Given I haven't before, yes.

1 Q. Okay. Are you aware of any other Chapter
2 11 proceedings in which the debtor was a venture
3 capital fund?

4 A. I mean, vaguely. I don't know any
5 specifics, but there's, you know, thousands of
6 Chapter 11's, tense of thousands of Chapter 11's
7 that I filed during my career, so I don't remember
8 everyone.

9 Q. Sitting here today, you can't recall any
10 Chapter 11 proceeding in which the debtor was a
11 venture capital fund?

12 A. I don't -- I don't remember.

13 Q. Okay. And just to expand this out, even
14 for Chapter 11 cases that you were not personally
15 involved with, are you aware of any Chapter 11
16 proceedings in which the debtor was a venture
17 capital fund?

18 A. I don't know. I -- something tells me I
19 remember hearing about stuff before, but I don't
20 specifically remember which ones.

21 Q. Okay. But sitting here today, you can't
22 remember or recall any other Chapter 11 case in
23 which the debtor was a venture capital fund?

24 A. Specifically, correct.

25 Q. What information were you given about the

1 fund's liabilities in connection with your diligence
2 as to whether or not to accept appointment as CRO?

3 A. I don't remember.

4 Q. Okay. Do you recall if you reviewed
5 audited financial statements for the fund?

6 A. I do recall that.

7 Q. And did you?

8 A. Yes.

9 Q. Okay. And did you review any other
10 financial information relating to the fund prior to
11 your appointment as CRO?

12 A. I don't remember. I mean, you know, the,
13 you know, the petitions were being prepared on that
14 Monday, the 8th. I may have reviewed, you know, the
15 information that was -- I probably did review the
16 information that was contained in the petition and
17 that included liabilities and, you know, generally
18 understood the funding obligations that the fund had
19 to the portfolio companies. So sure.

20 Q. What did you do to understand the funding
21 obligations that the fund had to the portfolio
22 companies?

23 A. You know, had discussions with counsel and
24 management. There were, you know, a series of
25 several calls that, you know, that Monday and

1 Tuesday to getting ready for the, you know -- there
2 was a series of several calls that Monday and
3 Tuesday in preparing the petitions so, you know, I
4 don't remember specifically.

5 Q. Do you believe you reviewed any share
6 purchase agreements in connection with your
7 assessment of the fund's liabilities?

8 A. No.

9 Q. Okay. Is it your understanding that the
10 fund's liabilities to portfolio companies arise from
11 share purchase agreements?

12 ATTORNEY WINSTON: To the extent that it
13 requires you to reveal attorney client
14 communications, I would ask you not to, but if
15 you can answer it without that, by all means.

16 A. I mean, if you mean the series A
17 preferred, the series A funding agreements?

18 Q. Yes.

19 A. Yes.

20 Q. Okay. And have you reviewed those series
21 A funding agreements in connection with your role as
22 CRO?

23 A. I mean, I've read one of them. They're
24 generally the same, give or take, but I know I've
25 read one of them.

1 Q. Do you recall which one you read?

2 A. No.

3 Q. Okay. Did you review any liabilities of
4 the general partner prior to -- in connection with
5 preparing the bankruptcy petition for the general
6 partner?

7 ATTORNEY WINSTON: Objection. Vague.

8 A. I mean, just the Chapter 11 petition and
9 so I -- but I don't recall specifically what it was.

10 Q. The Chapter 11 petition states that the
11 general partner has various liabilities; correct?

12 A. I forget. If you have it to remind me. I
13 don't want to --

14 ATTORNEY TAFT: Tab 21, please.

15 (Pause.) mark mark

16 Q. I mark as Perry Mandarin Exhibit 15?

17 ATTORNEY WINSTON: Did you mean 14.

18 (Discussion off the record.)

19 BY ATTORNEY TAFT

20 Q. Do you recognize this document?

21 A. I do.

22 Q. What is it?

23 A. It's the petition for ATP two -- ATP three
24 G comma L TD.

25 Q. Okay. And that's the general partner?

1 A. It is.

2 Q. Okay. Were you involved in the
3 preparation of this petition?

4 A. I wouldn't say preparation. You know, I
5 know I saw it.

6 Q. Did you review this petition before it was
7 filed?

8 A. I probably did.

9 Q. Okay. If you turn to page 4, there's a
10 section number 16 that says estimated liabilities.

11 A. Right.

12 Q. Do you see that?

13 A. Yup.

14 Q. And the box is checked for 100,000 to
15 500,000?

16 A. Correct.

17 Q. Do you know the basis for that estimate?

18 A. Well, on page 9, there is a list of
19 creditors, and although there's not a total on the
20 bottom, you know, I think the sum of creditors
21 number 1 through 12 is in the range of 100,000 to
22 \$500,000.

23 Q. And if you look at estimated assets, on
24 page 4, what are the estimated assets of the GP?

25 A. 1 billion -- well, there's a box checked.

1 Q. Uh-huh.

2 A. And the Bobbing is 1 builds to \$10
3 billion.

4 Q. And do you know what the basis of that
5 estimate was?

6 A. No. At that time, I didn't.

7 Q. Okay. Do you know now what that estimate
8 was based on?

9 A. Yes.

10 Q. And what was that estimate based on?

11 A. My understanding is based on the audited
12 12/31/24 financial statements.

13 Q. Okay. And does that estimate -- it says
14 consolidate -- on a consolidated basis with all
15 affiliated debtors. Do you see that?

16 A. I do.

17 Q. And that's -- so what does that mean?

18 ATTORNEY WINSTON: Objection. Vague.

19 Q. Do you have an understanding as to what
20 that means in the context of the bankruptcy
21 petition?

22 A. Sure. The total assets of all the
23 debtors.

24 Q. And so would that mean all of the debtors
25 that filed on that date, December 9th?

1 A. Or whoever -- whatever, you know,
2 whatever -- I don't know what -- I don't know if
3 there's rules that go along with the statements
4 that, you know, with the petition, the local
5 Delaware rules that say it should reflect X, Y, and
6 Z, but my assumption, because there's, you know,
7 good lawyers involved at Potter Anderson and Quinn
8 Emmanuel that helped prepare this, that they filed
9 the local rules to follow that definition.

10 Q. Okay. So is it your understanding that
11 that reflects the estimated assets of -- and by that
12 I mean the 15 -- number 15 -- reflects the estimated
13 assets of the GP, the fund, and the management
14 company on a consolidated basis?

15 ATTORNEY WINSTON: Objection. Vague.

16 A. Yeah, I don't.

17 Q. Let me restate.

18 Is it your understanding that the estimate
19 of \$1 billion to \$10 billion of assets reflects an
20 estimate of the collective assets of the GP, the
21 fund, and the management company on December 9th?

22 A. I don't know because it says affiliated
23 debtors, so I don't know if that also means the, you
24 know, the portfolio companies that filed. You'd
25 have to ask Potter Anderson or Quinn Emanuel or Seth

1 Harrison that he signed this, not me.

2 Q. Do you know if any other -- when did the
3 portfolio companies first begin filing for
4 bankruptcy?

5 A. I don't remember if it was that day or
6 later on that week.

7 Q. Okay. So if it was --

8 A. So whatever the debtor, excuse me, if I
9 just finish.

10 Whatever debtors were debtors as of this
11 date, that's presumably what this says, but again,
12 I'm not the person to ask that.

13 Q. Is it your understanding that the fund
14 level debtors first began considering Chapter 11
15 filings in mid November of 2025?

16 A. I'm sorry, did you say is it my
17 understanding?

18 Q. Yup.

19 A. I don't remember the specific date, but my
20 understanding is that they did consider Chapter 11
21 filing prior to, you know, the first time I spoke to
22 them. I don't know when the right date is. That
23 sounds right. I don't know.

24 Q. And at that time, is it your understanding
25 that the debtors believed they were likely to

1 prevail in the Delaware chancery case?

2 ATTORNEY WINSTON: To the extent you can
3 answer without revealing attorney-client
4 privileged communications, you can. Otherwise,
5 I would instruct you not to answer.

6 A. I don't know. I don't know anyone who, in
7 their good conscientious, could ever predict what a
8 judge will rule, no matter how good it looks. I
9 don't believe the folks at Quinn Emanuel are that
10 arrogant to think that. So I have no idea.

11 ATTORNEY TAFT: Tab 13, please.

12 (Pause.) mark mark

13 BY ATTORNEY TAFT

14 Q. I'll mark as Mandarinino Exhibit 16
15 responses and objection is to the second set of
16 requests for production and interrogatories.

17 Mr. Mandarinino, if you could turn to
18 page -- the last page of this document. Of the
19 behind --

20 A. Oh, sorry.

21 Q. I'll take it to the verification. Do you
22 see that there's a?

23 A. Yes.

24 Q. Verification attached?

25 And do you recall reviewing and verifying

1 the accuracy of the interrogatory responses?

2 A. Right, to the best of my knowledge, yes.

3 Q. Okay. And if you could turn to page 7.
4 Sorry, page 15. And review the response to
5 interrogatory number 7 that begins on 14.

6 (Pause.)

7 A. Okay.

8 Q. The last sentence of that interrogatory
9 response says the fund level detectors first
10 considered commencing Chapter 11 case necessary mid
11 November 2025, when they believed that they were
12 likely to prevail in the Delaware Chancery Court.

13 Do you see that?

14 A. Yup.

15 Q. What was your basis for that statement,
16 that they believed they were likely to prevail in
17 the Delaware Chancery Court?

18 ATTORNEY WINSTON: Objection. Vague.

19 It's not his statement.

20 ATTORNEY TAFT:

21 Q. You verified this answer to interrogatory
22 7; correct?

23 A. Yes.

24 Q. What did you do to -- did you consider
25 whether or not that statement was true in connection

1 with your verification of this interrogatory
2 response?

3 A. I took it on the representation of
4 counsel, and it says this is the -- it says the fund
5 level debtors, it doesn't say Quinn Emanuel, which I
6 referred to before, so when it says fund level
7 debtors, to me, that's management, not counsel.

8 And consistent with what I said before
9 about when they started considering it, I said it
10 was before December 5th and, you know, mid November
11 2025 could be the right date. I just didn't recall.

12 Q. Okay. And what was -- if you know, what
13 is the basis for the statement that the fund level
14 debtors, in mid November 2025, believed that they
15 were likely to prevail in the Delaware Chancery
16 Court?

17 ATTORNEY WINSTON: Objection. To the
18 extent that it requires you to reveal
19 attorney-client privileged communications, I
20 instruct you not to answer, but if you can do
21 it outside of that, you can.

22 A. It was, you know, the fund level debtor's
23 own opinion as to what would happen.

24 Q. Okay. And what did you do to ascertain
25 the -- that that was the fund level debtor's

1 opinion?

2 A. Conversation with the fund level debtors.

3 Q. Okay. When did that conversation take
4 place?

5 A. I don't remember.

6 Q. Okay. Do you think it happened around the
7 time that you verified these interrogatory responses
8 or before?

9 A. Before.

10 Q. Okay. Why would prevailing in the
11 Delaware Chancery Court dispute create a need to
12 file bankruptcy?

13 ATTORNEY WINSTON: You're asking him just
14 for his personal opinion, right.

15 ATTORNEY TAFT: Yeah.

16 ATTORNEY WINSTON: Okay.

17 So without revealing attorney-client
18 privileged communications, you can answer that.

19 THE WITNESS: Yeah.

20 A. I mean, I didn't have an independent one.
21 I didn't have an independent view. Again, I try to
22 stay in my lane as a financial person and things
23 like this I have to rely on the expertise of
24 counsel.

25 Q. Okay. Mr. Mandarino, have you ever been

1 told that one of the reasons the fund level debtors
2 filed for bankruptcy was to stop the winding up
3 proceeding in the Cayman Islands?

4 ATTORNEY WINSTON: If you can answer that
5 question without revealing attorney-client
6 privileged communications, you can answer that.
7 If not, I would instruct you not to answer.

8 A. I believe any conversations around the
9 strategy or reasons for the filing of the Chapter 11
10 were, again, outside of my scope, but any
11 discussions that were had were had with counsel. I
12 don't think there were discussions independently
13 with Dr. Harrison or any other management team
14 member of Apple -- of the Apple Tree entities with
15 respect to the reasons the specific and -- they're
16 all with counsel.

17 Q. Did any of your discussions with counsel
18 touch on the pending Cayman Islands proceedings?

19 ATTORNEY WINSTON: Same instruction. I
20 think the way the question was framed is, by
21 definition, it would reveal attorney-client
22 privileged communications. So I would instruct
23 you not to answer.

24 But if you want to rephrase, go ahead.

25 BY ATTORNEY TAFT

1 Q. When did you first learn about the winding
2 up proceeding pending in the Cayman Islands?

3 A. I don't know if I learned it during my own
4 diligence of, you know -- I don't -- that weekend,
5 the December 5th, 6th, 7th, somewhere around then
6 probably.

7 Q. Okay. Could you turn to the first day
8 declaration? I believe it was marked as Exhibit 2.

9 (Pause.)

10 ATTORNEY TAFT: Exhibit 10.

11 ATTORNEY WINSTON: Second one in the pile.

12 ATTORNEY TAFT: Yup.

13 ATTORNEY WINSTON: Got it. And if there's
14 a good break point after you ask whatever
15 you're going to ask here, do you want to take a
16 break? Because we've been going slightly more
17 than an hour.

18 ATTORNEY TAFT: We can take a break, now.
19 That's fine.

20 Off the record.

21 THE VIDEOGRAPHER: Sure. The time is
22 12:16 p.m. We're going off the record.

23 (Recess.)

24 THE VIDEOGRAPHER: All right. The time is
25 12:26 p.m. We are going back on the record.

1 BY ATTORNEY TAFT

2 Q. Okay. Mr. Mandarino, do you have Exhibit
3 10 in front of you?

4 A. I do.

5 Q. Okay. And that is the declaration that
6 you submitted in support of the Chapter 11
7 petitions?

8 A. Yes.

9 Q. And the first day motions?

10 If you turn to page 3 of this declaration,
11 this states, provides your view as to the events and
12 reasons leading the debtors to file for Chapter 11;
13 correct?

14 A. Yes.

15 Q. And did you review this declaration in
16 preparation for today's testimony?

17 A. I did.

18 Q. And is there anything in this declaration
19 that you would like to amend or correct at this
20 time?

21 A. I don't believe so, no.

22 Q. Okay. If you turn to paragraph 5, it
23 says, the Rigmora LP have breeched their obligations
24 owed to the partnership to honor capital calls.

25 What was that statement based on?

1 A. The document referenced in footnote 3.

2 Q. That is the Delaware chancery opinion?

3 A. Yes.

4 Q. Okay. And?

5 ATTORNEY WINSTON: I'm.

6 A. I think that's what that is.

7 ATTORNEY WINSTON: I apologize, I think
8 that misstates the testimony. He said footnote
9 3? I'm sorry, did you say footnote 3.

10 THE WITNESS: Yes.

11 ATTORNEY WINSTON: Okay. I apologize. My
12 mistake. I was looking at the wrong thing. I
13 apologize. My bad.

14 ATTORNEY TAFT: Okay.

15 BY ATTORNEY TAFT

16 Q. And that statement that the Rigmora LPs
17 have breached their obligations to honor the capital
18 calls is based on your understanding of the Chancery
19 Court's opinion?

20 A. My reading of it.

21 Q. Okay. You've said that you leave most of
22 the legal stuff to the lawyers; correct?

23 A. Right.

24 Q. Okay. So were you told by a lawyer that
25 that was what the Delaware chancery opinion said?

1 A. Probably.

2 Q. Okay. You're aware that the Delaware
3 chancery opinion directed the Rigmora LPs to pay
4 some of the capital calls that had been issued on
5 may 30th of 2025; correct?

6 A. Yes.

7 Q. And you're aware that those -- the capital
8 calls that Rigmora LP were ordered to pay have been
9 paid; correct?

10 A. Yes.

11 Q. Okay.

12 A. On December 22nd, my understanding.

13 Q. You say -- and you reference that, at the
14 time of this declaration, the money had not been
15 paid; correct?

16 A. Yes.

17 Q. Did the subsequent payment of the money,
18 the 96 to \$97 million, change your view as to
19 whether the fund, or the GP, or the management
20 company, should file for bankruptcy?

21 A. I'm sorry, could you repeat that?

22 Q. Sorry.

23 You're stating here in paragraph 5 that
24 one of the reasons leading the debtors to file for
25 Chapter 11 was the nonpayment of the capital calls;

1 correct?

2 A. Right.

3 Q. Okay. So the subsequent payment of the
4 capital calls, did that alleviate one of the reasons
5 that you felt the debtors filed for Chapter 11?

6 A. No.

7 Q. Okay.

8 ATTORNEY WINSTON: Next time, let me
9 object.

10 THE WITNESS: Sorry.

11 ATTORNEY WINSTON: But form.

12 BY ATTORNEY TAFT

13 Q. Why did the subsequent payment of the --
14 or satisfaction of the Delaware decision not address
15 the reasons stated in paragraph 5?

16 ATTORNEY WINSTON: Objection. Form.

17 A. Because we -- the debtors still don't have
18 the right to use it because your guy is still
19 objecting to it, the use of that funding, so it's
20 not like we have it. Not like the debtors have it
21 and it's freely usable.

22 Q. At the time the debtors filed for
23 bankruptcy, did you have -- the fund level debtors
24 filed for bankruptcy, did you have an expectation as
25 to whether or not the capital calls covered by the

1 Delaware judgment would be paid?

2 A. As of what date?

3 Q. As of December 9th.

4 A. I didn't know if they'd be paid.

5 Q. Okay. Do you know if management of the
6 debtors was assuming the capital calls would not be
7 paid?

8 A. You'd have to ask management of the
9 debtors.

10 Q. Okay. Were you aware that, on December
11 8th, the day before the bankruptcy petitions were
12 filed, that Rigmora LPs proposed a judgment that
13 would have called for payment of the capital calls
14 within ten business days?

15 A. My recollection is that the Chancery Court
16 opinion ordered the -- and I could be wrong, but my
17 recollection is that the Delaware Chancery Court
18 ordered that the 90 -- call it the almost \$97
19 million be paid within ten days, if that's what you
20 mean.

21 If there's something you could remind me
22 with, I just -- I mean, it's going back three months
23 now. I don't recall the specifics.

24 Q. Okay. So just to level set, there's a
25 Delaware judgment and then are you aware that

1 there's a order -- a judgment entered by the
2 Delaware court subsequent to the opinion that was
3 handed down on December 5th?

4 A. Yeah, I don't know if I'm contemplating
5 the two. I view those as one document. Maybe
6 there's two. So I view those as one document. If
7 there's two separate ones, my bad.

8 Q. Okay. So -- no problem.

9 After the opinion came down, are you aware
10 of any communications between counsel for the LPs
11 and counsel for the debtor -- for the debtors
12 regarding the timing of payment of the capital
13 calls?

14 A. I recall there were discussions or emails
15 discussing that. I don't recall what the specifics
16 were.

17 Q. Okay. And do you recall whether those
18 discussions or emails took place before or after the
19 December 9th chapter -- bankruptcy filings?

20 A. No.

21 Q. Okay. If you turn the page to paragraph
22 6, paragraph 6 states that the Rigmora LPs refusal
23 to honor the capital calls has directly caused a
24 severe liquidity crisis among the partnership's
25 portfolio, and then it continues on from there. Do

1 you see that?

2 A. Yes.

3 Q. Did you have a view as to whether
4 nonpayment of the capital calls was causing a
5 liquidity crisis at the fund level debtors or was it
6 just a liquidity crisis at the portfolio companies?

7 A. Both.

8 Q. Okay. What was the liquidity crisis at
9 the -- for the fund level debtors related to
10 nonpayment of the capital calls?

11 A. I think there were two. One was the
12 inability of the fund level debtors to fund the
13 portfolio companies. So without the capital calls,
14 then they couldn't fund the portfolio companies.

15 And then without the capital calls, they
16 couldn't pay their own expense -- the management
17 company couldn't pay their own expenses.

18 Q. So the inability to fund portfolio
19 companies constrained capital at the portfolio
20 companies; correct?

21 A. That's right.

22 Q. And the inability to fund partnership
23 expenses created or constrained capital at the
24 management company; correct?

25 A. And the general partner, to the extent the

1 general partner had liabilities. If there's no
2 money to pay it, then they couldn't pay it.

3 Q. Do you know if the general partner lacked
4 sufficient assets to pay its liabilities?

5 ATTORNEY WINSTON: Objection. Vague.

6 Q. Do you know if at the time it filed for
7 bankruptcy, the general partner lacked sufficient
8 assets to pay its liabilities?

9 ATTORNEY WINSTON: Objection. Form.

10 A. I don't recall the specific cash balance
11 at the general partner at the day of the bankruptcy
12 filing. But if it didn't have money to go forward,
13 then I think it's, you know from a liquidity
14 standpoint, they don't have the money to pay their
15 expenses, then yes, that's what I would call a
16 liquidity crisis.

17 Q. Okay. Is the general partner itself
18 actually entitled to any payments from the fund, to
19 your knowledge?

20 A. I don't recall. I don't -- I think the
21 intricacy, I don't know if the general partner -- I
22 just don't recall if it gets funded from the fund or
23 from the management company. I forget the
24 specifics.

25 Q. Okay. Do you believe it gets funded from

1 either the fund or the management company?

2 A. I believe so. Again, I don't remember.
3 That nuance, I don't -- I don't know.

4 Q. Okay. Further down in paragraph 6, it
5 says, to date, the debtors and their affiliates had
6 to terminate approximately 100 employees leaving
7 most of the portfolio companies with skeletal
8 workforce he is barely sufficient to maintain
9 intellectual property and prevent immediate
10 collapse. Do you see that?

11 A. Yes.

12 Q. At the time of this petition, all of the
13 portfolio companies were being provided with
14 sufficient resources to maintain their intellectual
15 property; correct?

16 ATTORNEY WINSTON: Objection. Vague.

17 A. In my discussions with management, they
18 were -- there was a severe liquidity crisis at each
19 of the portfolio companies because they hadn't been
20 funded and they were holding it together, if you
21 will, with Band-Aids and tape.

22 Q. Well, you say here that the resources were
23 barely sufficient to maintain intellectual property
24 and prevent immediate collapse; correct?

25 A. Right.

1 Q. And you understand that that was the state
2 of affairs on December 15 of 2025?

3 A. That's right.

4 Q. So, at that time, the resources being
5 provided were sufficient to maintain intellectual
6 property; correct?

7 A. Barely sufficient.

8 Q. But sufficient; correct?

9 A. That's what I've referred to as Band-Aids
10 and tape and string and juggling.

11 Q. Okay. It says that the debtors and the
12 affiliates had to terminate approximately 100
13 employees. Do you see that?

14 A. I do.

15 Q. Do you know if any of those employees were
16 employed at the management company level?

17 A. You know, I had -- I saw a schedule on it
18 and I believe there were management company level
19 employees. I don't -- I don't remember. I mean, I
20 know for sure they're across the portfolio
21 companies, there were, I mean, I thought the number
22 was like 100 something or high '90s. I forget if
23 that includes ATLS.

24 Q. If you could turn to paragraph 3 of this
25 declaration where you describe the debtors.

1 It says, about midway down, paragraph,
2 since the partnership's formation in 2012, the
3 corporate debtors, which I think is the same as the
4 fund level debtors; correct?

5 A. Yes.

6 Q. Have invested billions of dollars in life
7 science companies researching and developing
8 potential promising new treatments for life
9 threatening conditions, including cancer, blindness,
10 opioid addiction, and obesity, among others. Do you
11 see that?

12 A. Yes.

13 Q. Okay. The Rigmora LPs were the source of
14 almost all of that invested capital; correct?

15 A. Yes.

16 Q. If you could turn to paragraph 7.

17 This discuss the winding up proceedings in
18 the Cayman Islands; correct?

19 A. I'm sorry, you said it would -- it discuss
20 the winding up proceedings?

21 Q. Correct.

22 A. I don't know if that's right. I think it
23 describes the status of -- the status of the
24 Chancery Court, you know, the effects of the
25 Chancery Court opinion and the, you know, view on

1 the winding up proceedings. So I don't know. I
2 don't know if the way you described it is exactly
3 right. This paragraph speaks for itself of what it
4 says.

5 Q. In this paragraph 7, you state this a
6 Cayman Islands winding up would be catastrophic for
7 all stakeholders; correct?

8 A. Right.

9 Q. And what was that statement based on?

10 A. Based on the next sentence.

11 Q. The next sentence reads, it would be a
12 pure liquidation and force fire sales of the
13 interests in the portfolio companies at distressed
14 prices, terminate ongoing clinical trials, and
15 extinguish the value of the partnership, that the
16 partnership has built since the inception of the
17 porticos.

18 What was that sentence based on?

19 A. It was based on my understanding of the
20 ramifications of a liquidation where there would be
21 some type of, you know, liquidator appointed as
22 liquidator's job is to liquidate based on the title.
23 And, by the way, to just -- I have been involved in
24 a liquidation of a fund -- in a fund before. It was
25 a tax lien portfolio. I don't recall if it was the

1 Caymans. Just going back to an earlier question
2 that just came to me where there were joint
3 provision at liquidators. May have been the Bahamas
4 or some other island. So I have had experience when
5 a liquidator gets appointed in -- and the name of
6 that company is called brain capital management.

7 So I've had that experience where there
8 have been, you know, when there's been a liquidation
9 of a fund. So it ways was based on my reading of,
10 you know, the documents provided, my own opinion,
11 and discussions with counsel and the management of
12 the debtors.

13 Q. Okay. So it was based, in part, on the
14 fact that the winding up proceeding could result in
15 the appointment of a court officer with the title
16 joint provisional liquidator?

17 A. Or something like that.

18 Q. So the fact that the word liquidator was
19 in the title of that court officer caused you to
20 conclude that the effect of a winding up would be a
21 pure liquidation and force fire sales of the
22 interests in the portfolio companies at distressed
23 prices?

24 A. No.

25 ATTORNEY WINSTON: Objection. Form.

1 Q. Okay. The fact that the court appointed
2 officer's title included the word liquidator
3 reminded you of a different proceeding involving a
4 similarly titled officer?

5 A. No.

6 Q. So it didn't remind you of this green --
7 sorry, was it green hill?

8 A. Brain capital.

9 Q. Brain capital.

10 You weren't taking into account your
11 experience with the brain capital matter when you
12 wrote this sentence in paragraph 7?

13 A. I may have. I mean, I don't remember.
14 It's three months ago. Two months ago.

15 Q. Okay. So and then you said that there
16 were discussions with counsel underlying your
17 statement?

18 A. Yes.

19 Q. In this?

20 Okay?

21 ATTORNEY WINSTON: Let him finish his
22 question, please.

23 ATTORNEY TAFT: Okay. I just wanted
24 confirmation there.

25 BY ATTORNEY TAFT

1 Q. When did those discussions take place?

2 A. Sometime before December 15th.

3 Q. Can you be more precise than that?

4 A. Sometime between December 9th and December
5 15th.

6 Q. Okay. And which counsel did you have
7 those discussions with?

8 A. Quinn Emanuel.

9 Q. Okay. To your knowledge, is the lawyer at
10 Quinn Emanuel who you spoke with qualified to
11 practice law in the Cayman Islands?

12 A. I don't know.

13 Q. Did you ask that question?

14 A. Probably not.

15 Q. Okay. Did you do any review of the -- of
16 Cayman law yourself regarding the winding up
17 procedure?

18 A. I did not.

19 Q. Okay. So just to summarize, the statement
20 in paragraph 7, I just want to understand your basis
21 for it, is one -- just sorry to restate, but I do
22 want to understand.

23 Your statements in paragraph 7 regarding
24 the effect of a winding up are based on
25 communications with Quinn Emanuel and what else?

1 A. What I said five minutes ago. Or three
2 minutes ago. And interestingly, if this ends up
3 being exactly right, given, you know, what's
4 happened in the case since then, the statement has
5 been proven, history has proven me right.

6 Q. The winding up proceeding has not
7 progressed; correct?

8 A. No, no meaning the liquidation.

9 Q. So how could you say what the effects of
10 the winding up are?

11 A. I wasn't finished with my answer.

12 Q. I don't even think there was a question
13 pending, but let's just restart and if there's
14 something further to address, your counsel can bring
15 it up.

16 (Pause.)

17 Q. Your understanding is that if the winding
18 up proceeding progresses, that a liquidator may be
19 appointed; correct?

20 A. If a winding up procedure takes place in
21 the Caymans?

22 Q. Yes.

23 A. Yes.

24 Q. Okay. Do you know what the duties of that
25 liquidator would be?

1 A. To wind down the companies.

2 Q. And when you say the companies, you're
3 referring to the portfolio companies?

4 A. To the port -- well, I would imagine all
5 the companies, all the debtors.

6 Q. So that would include window oh winding
7 down the portfolio companies?

8 A. Whatever -- I would have to rely on
9 counsel for that.

10 Q. When you signed your declaration on the
11 15th, did you know one way or the other whether a
12 liquidator appointed by the Cayman courts would have
13 to wind down the portfolio companies?

14 A. That was my understanding.

15 Q. Okay. And what was that understanding
16 based on?

17 A. Based on discussions with counsel.

18 Q. Okay. And have you, has that
19 understanding changed since December 15th?

20 A. No.

21 Q. Okay. So, to recap, does your first day
22 declaration describe any other events and reasons
23 leading the debtors to file for Chapter 11 other
24 than what's listed in paragraphs 5, 6, and 7?

25 A. Sure.

1 Q. And what other reasons, in your opinion,
2 led the debtors to file for Chapter 11?

3 A. So in paragraph 9, Chapter 11 provides a
4 comprehensive solution that debtors need to save
5 their businesses. The debtors have already been in
6 touch with the founders and employees across the
7 portfolio companies who extensively support the debt
8 oh's court supervising restructure efforts.

9 Paragraph 15, Chapter 11 provides access
10 to debtor-in-possession in everybody and exit
11 financing. Lenders who not provide capital then to
12 controlled by Russia connected investors may be
13 willing to lend to debtor possession or court
14 supervision particularly given the extraordinary
15 value represented by the portfolio companies.

16 Proper funding the debtors can stabilize
17 operations fund clinical research programs and
18 preserve the going concern value of the enterprise:
19 And then.

20 Q. Had you done an independent valuation of
21 any of the portfolio companies on December 15th?

22 A. No.

23 Q. Have you or B. Riley done an independent
24 valuation of any of the portfolio companies since
25 December 15th?

1 A. We have started to, but we have not
2 concluded anything.

3 Q. Have you concluded valuations as to any of
4 the portfolio companies?

5 A. No.

6 Q. Okay. When do you expect to conclude that
7 valuation exercise?

8 A. As soon as we possibly can.

9 Q. Can you be more precise than that?

10 A. I can't, because I don't know, you know,
11 the amount of time required to deal with all this
12 litigation has been debilitating.

13 Q. Okay. When you say in paragraph 9 here
14 that Chapter 11 provides the comprehensive solution
15 that debtors need to save their business, which
16 debtors are you referring to?

17 A. All of them.

18 Q. Okay. And so was Chapter 11 necessary for
19 the fund to save its business?

20 A. Yes.

21 Q. And that is notwithstanding that the
22 fund's assets, at the time it filed for bankruptcy,
23 significantly exceeded its liabilities?

24 A. Yeah, because there's two, you know,
25 levels of distress. One is balance sheet.

1 ATTORNEY WINSTON: Sorry to interrupt.
2 There wasn't a question there? Was there a
3 question?

4 ATTORNEY TAFT: There was a question
5 marked as reflected in the Livenote after my
6 question?

7 ATTORNEY WINSTON: Okay.

8 A. All right. So there's two levels of, you
9 know, distress. One is balance sheet. Could have a
10 lot of assets, but not liquidity. But without
11 liquidity, and without having the funds, the fund
12 was in jeopardy because it couldn't fund the
13 portfolio companies. So yes.

14 Q. Okay. And after satisfaction of the
15 capital calls, pursuant to the Delaware Chancery
16 Court judgment, was Chapter 11 necessary for the
17 fund to save its business?

18 ATTORNEY WINSTON: Objection. Vague.

19 A. I'm sorry, say that again.

20 Q. So you've just indicated that -- you've
21 described the difference between balance sheets and
22 liquidity; right?

23 After the Chancery Court judgment was
24 satisfied by paying \$97 million, that addressed --
25 did that address at all the liquidity issue?

1 A. It addressed it partially.

2 Q. Okay. After that \$97 million was paid,
3 did the fund need Chapter 11 to save its business?

4 ATTORNEY WINSTON: Objection to form.

5 A. But the fund was already in Chapter 11, so
6 I can't answer that question.

7 Q. So it might not have been necessary to
8 continue Chapter 11 after those amounts were paid?

9 A. No, because.

10 ATTORNEY WINSTON: Objection. Vague.

11 A. No, because the debtors, the fund still
12 doesn't have the ability to access that \$97
13 million -- \$97 million. Right? They still don't
14 have it. It's sitting in a segregated account with
15 no ability to use it.

16 Q. Okay.

17 A. So how could the fund be now -- carry out
18 its mandate of having portfolio companies when the
19 Rigmora LPs won't let them use it? So Chapter 11 is
20 necessary.

21 Q. One of the objections raised by the
22 Rigmora LPs to a proposed use of the \$97 million is
23 that the debtors have proposed using it for purposes
24 other than what it was called for; correct?

25 ATTORNEY WINSTON: Objection. Form.

1 A. If you want to make the representation
2 that that's one of the objections, sure.

3 Q. Have you reviewed the brief filed by the
4 Rigmora LPs objecting to the second funding motion?

5 A. I have, but I don't have it memorized.

6 Q. Okay. The second funding motion seeks
7 court approval to access the \$97 million that was
8 paid pursuant to the Delaware court judgment;
9 correct?

10 ATTORNEY WINSTON: Objection. Vague.
11 Form.

12 A. I would describe that the second funding
13 motions, yes, being -- it's seeking for the use of
14 the fund's own money as ordered by the Delaware
15 Chancery Court.

16 Q. Is it your understanding that the Delaware
17 Chancery Court ordered satisfaction of specific
18 capital calls pertaining to specific companies and
19 the management company?

20 A. I will -- I will defer to counsel to see
21 if that's a, you know, a good summary of it, but
22 that's right, but I don't want to draw a legal
23 conclusion.

24 Q. Okay. And are the uses of cash proposed
25 in the second funding motion limited to the

1 portfolio companies for which capital was called?

2 A. So maybe mending my -- the -- and again,
3 I don't think the Delaware Chancery Court opinion in
4 front of me and I'm not going to, you know,
5 interpret it, but my understanding is that the 97
6 million was used for -- was to be able to use -- the
7 general partner who controls the fund, who controls
8 the management of this venture, could use it in its
9 normal course of business. You know, pursuant to
10 the LPA again, I don't mean to make legal
11 conclusions, but that 97 million could be used in
12 the, you know, how the general partner sees fit to
13 use the money in accordance with the -- with the
14 agreements that govern it.

15 So it's used for the for its own expenses,
16 for the ATLS expenses, as well as the portfolio
17 companies. That's my understanding.

18 Q. Okay. Do you have an understanding as to
19 whether or not funds called for a particular
20 portfolio company can only be used for investing in
21 that portfolio company?

22 ATTORNEY WINSTON: Objection. Form.

23 A. Yeah, I don't understand -- I don't know if I
24 follow that.

25 Q. Okay. Do you have an understanding as to

1 whether or not funds called for Red Queen can be
2 used for any purpose other than investing in Red
3 Queen?

4 ATTORNEY WINSTON: Same objection.

5 A. I don't. I don't have the LPA or and
6 everything memorized.

7 I know -- I don't know.

8 Q. Okay. To date, none of the \$97 million
9 has been spent; correct?

10 A. That is correct.

11 Q. Okay. So whatever liquidity crisis
12 existed as of December 15th of 2025 were not so
13 severe that the lack of access to that \$97 million
14 resulted in a company running out of cash; correct?

15 A. The debtor's management have done an
16 extraordinary job of using the funds they had on
17 hand in order to keep the companies alive. We have
18 had some interim funding approvals, as you're well
19 aware, so the portfolio companies continue to
20 operate at a -- in the manner that is less than
21 ideal and so, you know, the company has done an
22 extraordinary job of keeping it all together.

23 Q. Okay. Turning back to paragraph 5?

24 A. Of document 10. Of exhibit 10.

25 Q. Of document Exhibit 10, yes, sir.

1 You state that Dr. Rybolovlev, in the last
2 sentence Dr. Rybolovlev's prior connections to
3 Russia made it virtually impossible for entities
4 associated with Dr. Rybolovlev, including the
5 debtors, to obtain outside financing due to know
6 your customer regulatory concerns and fears of
7 future sanctions.

8 Do you see that?

9 A. Yes.

10 Q. What did you do to satisfy yourself that
11 that statement was true?

12 A. I spoke to counsel, Quinn Emanuel, and I
13 think they pointed me to some documents from the
14 Chancery Court litigation where there was some
15 testimony, and forget from who, that said that, you
16 know, there's a liquidity crisis from dock and
17 Rybolovlev and I believe that's where that came from.

18 Q. Other than -- is that statement that
19 there's a liquidity crisis tied to Dr. Rybolovlev's
20 nationality?

21 A. Well, it's not through his nationality,
22 it's through his prior connections to Russia.

23 Q. It's your understanding that the liquidity
24 crisis was caused -- was the sort of liquidity
25 crisis at the fund, at a portfolio companies, at

1 Rigmora, what are you recalling?

2 A. I don't -- I don't -- I forget. I don't
3 remember.

4 Q. Okay. Other than the testimony that you
5 were shown by counsel, did you see anything else
6 that supported this statement in paragraph 5?

7 A. I don't remember.

8 Q. Okay. Did you talk to any of the managers
9 of the portfolio companies to determine whether that
10 statement was accurate?

11 A. I don't remember.

12 Q. Okay. Did you talk to Dr. Harrison to
13 determine whether the statement was accurate?

14 A. Dr. Harrison, yes, in the -- and I believe
15 it was in the presence of counsel.

16 Q. So do you remember what Dr. Harrison told
17 you about this factual statement?

18 ATTORNEY WINSTON: You can answer the
19 question as it was phrased. It's not a
20 privileged communication.

21 A. What was the question? Do I remember what
22 he said?

23 Q. Yes.

24 A. Not specifically. Now I'm sitting here, I
25 don't remember.

1 Q. Okay. Do you recall any other inquiries
2 you made to determine whether Dr. Rybolovlev's
3 nationality made it impossible for entities
4 associated with him to obtain outside financing?

5 A. Again, I don't believe it was his
6 nationality. I think it was his prior connections
7 to Russia. And, you know, with the political
8 environment we live in, you know, we've been going
9 on since the cold war that got better, then got
10 worse, you know, the war in Ukraine, it's just
11 unfortunately, fair or not, people, you know, with
12 ties to Russia have found it harder to do business
13 in the world. It's not, you know, nothing against
14 Dr. Rybolovlev personally.

15 Q. Do you do any -- did you make any further
16 inquiries to determine whether Dr. Rybolovlev's
17 prior connections to Russia had made it impossible
18 for entities associated with him to obtain
19 financing?

20 A. I don't remember.

21 Q. Okay. Rigmora was able to pay the \$97
22 million required by the judgment; correct?

23 A. Yes.

24 Q. Did that fact cause you to question the
25 ability of Dr. Rybolovlev to obtain financing?

1 A. No.

2 Q. Why not?

3 A. I would have to reveal a 408 conversation,
4 if that's okay then.

5 Q. Well, we'll talk about it off, off line.
6 You can hold for now. I'm not sure I know what
7 you're referring to. So I will withdraw the
8 question.

9 ATTORNEY WINSTON: Okay.

10 BY ATTORNEY TAFT

11 Q. Are you aware that the GP is subject to an
12 injunction issued by the Cayman court that prohibits
13 it from treating the Rigmora LPs as defaulting
14 partners?

15 ATTORNEY WINSTON: Objection. Form.

16 A. That sounds right.

17 Q. Okay. And you're an officer of the GP;
18 correct?

19 A. Yes.

20 Q. Do you consider yourself bound by that
21 injunction?

22 A. I --

23 ATTORNEY WINSTON: You can answer. Sorry.

24 A. I don't know. I don't know if the Chapter
25 11 filing makes the injunction moot. I don't know.

1 Q. Okay. When did you first learn about the
2 existence of that injunction?

3 A. I don't remember.

4 Q. Okay. In paragraph 11 of your
5 declaration, you say, in the third sentence, the
6 Chapter 11 may permit the debtors to bring in new
7 investors to replace the defaulting Rigmora LPs. Do
8 you see that?

9 A. I do.

10 Q. Do you agree that this declaration
11 characterizes the Rigmora LPs as defaulting
12 investors?

13 A. Well, it says it.

14 Q. Okay. Were you aware of the Cayman
15 court's injunction when you submitted this
16 declaration?

17 A. I don't know.

18 Q. To your knowledge, was the bankruptcy
19 filing for the fund done at all in expectation that
20 the Rigmora LPs would not be able to pay the \$97
21 million judgment?

22 A. I'm sorry, say that again.

23 Q. To your knowledge?

24 A. Please.

25 Q. Was the decision to put the fund level

1 debtors into bankruptcy made in the expectation that
2 the Rigmora LPs would not be able to pay the \$97
3 million judgment issued by the Delaware Chancery
4 Court?

5 ATTORNEY WINSTON: To the extent it
6 requires you to reveal attorney client
7 communications, please don't do so, but if you
8 can answer it based upon your personal
9 knowledge, feel free.

10 A. When you -- I'm sorry for clarifying the
11 question. When you say expect to, what do you mean
12 by expect to?

13 Q. Was it made -- when -- I mean, was
14 there -- was a premise of the bankruptcy filing that
15 the Rigmora LPs were unlikely to be able to pay the
16 judgment such that they might be declared a
17 defaulting partner?

18 A. Sure. Thank you for the clarification.
19 You know, I think it's -- I think there
20 was -- it really -- it really treads on or it really
21 is part of discussions with counsel.

22 Q. So was this a topic that was discussed
23 with counsel?

24 ATTORNEY WINSTON: I'm going to instruct
25 you not to answer.

1 This may be one it might be useful to have
2 a sidebar so that I can make sure I understand
3 what he's referring to in his mind, because I
4 think there might be a way for us to answer the
5 question without intruding upon privileged
6 communications.

7 ATTORNEY TAFT: I might take you up on
8 that, but just give me a chance.

9 ATTORNEY WINSTON: Sure.

10 BY ATTORNEY TAFT

11 Q. You say here that chapter -- and I'm
12 pointing to paragraph 11 again of your declaration,
13 some of the tools available under Chapter 11 that
14 you describe here are premised on the debtors being
15 treated as defaulting partners; correct?

16 A. Do you mean Rigmora LP being treated as
17 defaulting partners?

18 Q. Correct.

19 A. Because you said debtors.

20 Q. Sorry, I did mean Rigmora. Let me restate
21 the question.

22 In paragraph 11 of your declaration, you
23 describe tools available under Chapter 11 that are
24 premised on Rigmora LPs being treated as defaulting
25 partners; correct?

1 ATTORNEY WINSTON: Objection. Vague.
2 Misstates testimony.

3 A. Yeah, I don't -- it says that Chapter 11
4 provides tools to restructured partnership's capital
5 structure. That's what it says.

6 Q. Okay.

7 A. And that's a -- that's a pretty
8 straightforward sentence.

9 Q. Is one of those tools, as stated here,
10 bringing in new investors?

11 A. Yes.

12 Q. And is the ability to bring in new
13 investors predicated on the Rigmora LPs being
14 defaulting partners?

15 ATTORNEY WINSTON: To the extent it
16 requires you to reveal attorney-client
17 privileged communications, I would instruct you
18 not to. I also will object to the question as
19 vague as to form.

20 I'm not trying to be difficult, but you
21 used the term defaulting Rigmora LPs in the
22 sentence does not necessarily mean the same
23 thing as what you're referring to in the LPA.
24 I don't like to say that, but I'm trying to
25 move this along.

1 THE WITNESS: Yeah.

2 A. I don't know. I don't under -- I don't
3 know if -- I can't answer that. I don't -- I
4 don't -- it's -- I don't think one thing has to do
5 with the other. You know, the tools are one thing.
6 The Rigmora LP as a defaulting partner is something
7 else, is something else, so I don't know. I don't
8 know how to answer your question.

9 Q. Do you have a view as to whether, under
10 the terms of the existing LPA, introducing new
11 investors to the fund would require the consent of
12 the Rigmora limited partners?

13 ATTORNEY WINSTON: Objection. Vague. But
14 you can answer that.

15 A. I believe it -- I believe it would.

16 Q. Okay. Have you had any conversations with
17 Dr. Harrison about replacing the Rigmora LPs?

18 ATTORNEY WINSTON: Outside the presence of
19 counsel?

20 ATTORNEY TAFT: Outside -- well, let's
21 start with outside the presence of counsel.

22 A. No.

23 Q. Okay. Have you had any discussions with
24 Dr. Harrison about replacing the Rigmora LPs in the
25 presence of counsel?

1 A. I don't know if replacing the LPs is the
2 right phrase. I mean, you know, I think there is
3 a -- I don't -- so this is sort of nuanced, right?

4 Replacing LPs. So, you know, outside of
5 the -- obviously, we filed the, you know, the
6 Oaktree DIP that has a planned term sheet attached.
7 If that would -- if you would consider that, you
8 know, replacing the LP, then sure I had discussions
9 with Dr. Harrison outside of the presence of
10 counsel. If you were, you know, to assume the
11 Oaktree, you know, that term sheet and the Oaktree
12 DIP is replacing the LPs.

13 I don't view it as replacing the LPs, I
14 view it as trying to find a successful conclusion to
15 the Chapter 11 plan. So I don't know if I'm
16 answering -- I don't mean to -- I don't want to not
17 answer your question, you know, openly and honestly,
18 but that's, you know, the fact is we're trying to
19 come to a conclusion of -- we're trying to, you
20 know, successfully conclude this Chapter 11 plan
21 where your guys, you know, get -- get, you know,
22 it's laid out in that plan term sheet and there's
23 some funding that goes forward for the companies
24 that there may not be willingness to fund by the
25 current LPs.

1 So if that's replacing LPs, then I guess
2 the answer to your question is yes.

3 Q. Is that what you meant when you used the
4 word replace the defaulting Rigmora LPs in paragraph
5 11?

6 A. I don't know.

7 Q. Okay.

8 ATTORNEY TAFT: We can stop here.

9 ATTORNEY WINSTON: Okay.

10 THE VIDEOGRAPHER: The time is 1:21 p.m.
11 We're going off the record.

12 (Recess.)

13 THE VIDEOGRAPHER: The time is 1:58 p.m.
14 We are going back on the record.

15 ATTORNEY TAFT: Thank you.

16 Q. Mr. Mandarino, following up on a line of
17 questioning that we had before lunch, was a premise
18 of the bankruptcy filing for the fund level debtors
19 that the Rigmora LPs would be unlikely to pay the
20 Delaware judgment?

21 A. Unlikely to pay, you know, we didn't know
22 if they were going to pay. Not saying they didn't
23 have the ability to pay. We had no reason to think
24 they didn't have the ability to pay, but could they
25 have, you know, could they have unlikely paid?

1 Could they have, you know, tried to file some
2 appeal, some something else? Sure.

3 Q. Okay. And that was a possibility that was
4 being considered in connection with the decision to
5 file bankruptcy?

6 A. Right. You know, that's right.

7 Q. Okay. Mr. Mandarino, the Delaware court,
8 Chancery Court opinion confirms that Rigmora's
9 contend ant subscription is characterized at 2.2425
10 builds. Is that your understanding?

11 A. I think that's the right number.

12 Q. Okay. And do you understand that the GP's
13 view is that, after payment of the \$97 million,
14 almost all of that contingent subscription has been
15 satisfied?

16 A. I think there's some left. There's --
17 there's some left, but not a ton.

18 Q. Okay. Is that situation --

19 Was that circumstance, the \$2.425 billion
20 contingent subscription considered in connection
21 with the decision to file bankruptcy for the fund?

22 A. I wasn't involved in that decision, so we
23 have to -- there's -- you need to ask someone else
24 that.

25 Q. In your view as CRO, is the fact that the

1 Rigmora LPs contingent subscription is either
2 exhausted or nearly exhausted a source of financial
3 distress relevant to the decision to file for
4 bankruptcy?

5 A. Decision of financial distress for the
6 fund, not for Rigmora; right?

7 Q. For the fund.

8 A. Okay. I mean, there's limited fund -- I
9 don't, again, I don't know. I wasn't -- I didn't
10 decide to file the bankruptcy, so that has to -- you
11 have to ask other people that.

12 Q. Okay.

13 A. Which I'm sure you did.

14 Q. With respect to the portfolio companies,
15 some of them had very limited cash on hand as of May
16 30, 2025; correct?

17 A. I believe that's right, yes.

18 Q. Okay. Do you know whether any
19 consideration was given to putting the portfolio
20 companies into bankruptcy at that time, in May or
21 shortly thereafter?

22 A. I wasn't around back then, obviously, and,
23 you know, with Apple Tree and I don't -- I don't
24 recall if there were other discussions. I forget
25 the timeframe, if there were, so I'm not sure.

1 Q. In getting up to speed about this case,
2 did you have any discussions regarding whether the
3 portfolio companies considered filing for bankruptcy
4 prior to December of 2025?

5 A. It wouldn't have been relevant to me.

6 Q. Okay. Do you know if -- do you know why
7 the portfolio companies that filed for bankruptcy
8 did so after the fund and the GP filed?

9 A. Yes.

10 Q. Why?

11 ATTORNEY WINSTON: Before you answer that,
12 to the extent it reveals attorney-client
13 privileged communications, please don't. But
14 if you can answer outside of that, please do.

15 A. The time to prepare the filings.

16 Q. Okay. Other than the time needed to
17 prepare the filings, are you aware of any other
18 considerations that influenced the sequencing of the
19 bankruptcy petitions for the portfolio companies
20 relative to the fund and the GP?

21 ATTORNEY WINSTON: Same instruction.

22 A. There may have been other reasons, but
23 yeah, that would be, you know, clearly discussions
24 with counsel.

25 Q. Okay. So other -- were there other -- do

1 you recall that there were other reasons that you're
2 not testifying to because they were discussions with
3 counsel?

4 A. I believe there were. It's -- I don't --
5 I don't remember. There's a lot going on in that
6 first week.

7 Q. Okay.

8 A. And I just don't specifically remember.

9 Q. So even if your counsel instructed you
10 that you could answer that question, the answer
11 would be I don't recall?

12 A. There may have been some. I don't, again,
13 my answer hasn't changed.

14 Q. Could you turn back to Mandarin 10, which
15 is your first day declaration, and paragraph 7.

16 And this paragraph describes your
17 understanding of the consequences of the winding up
18 proceeding going forward; correct?

19 A. That's one of the comment -- that's one of
20 the topics in here.

21 Q. Okay.

22 ATTORNEY TAFT: I'd like to mark as
23 Mandarin Exhibit 17 a copy of the second
24 witness statement of Dr. Seth Harrison as
25 submitted in the winding up proceeding. Mark

1 mark 17.

2 BY ATTORNEY TAFT

3 Q. Mr. Mandarino, are you aware that Dr.
4 Harrison has submitted various factual declarations
5 in connection with the Cayman proceedings?

6 A. Yes.

7 Q. Have you reviewed any of those filings?

8 A. Not in detail.

9 Q. Okay. Have any portion of those filings
10 have been brought to your attention in connection
11 about your services as chief restructuring officer
12 of the debtors?

13 A. I'm not sure.

14 Q. Okay. The document before you was
15 failed -- owe I'm sorry.

16 The document before you was filed on
17 December 8th of 2025. Do you have reason to believe
18 that you were informed of this filing before the
19 debtors filed for bankruptcy?

20 A. Don't know.

21 Q. Do you think it's possible?

22 A. Don't know.

23 Q. Do you recall any discussions that a --
24 the day before the debtors were going to file for
25 bankruptcy Dr. Harrison would be submitting a 160

1 page declaration in the Cayman proceedings?

2 A. No.

3 Q. Could you turn to page 156 of this
4 document, which is in paragraph 442.

5 A. Okay.

6 Q. Do you see here that Dr. Harrison writes,
7 if the partnership is to be wound up, it should be
8 wound up equitably.

9 Do you understand this he's describing
10 here the potential winding up of the partnership in
11 the Cayman proceedings?

12 ATTORNEY WINSTON: Objection to form.

13 A. This is 160-page document.

14 Q. Uh-huh.

15 A. That I've just read one line in. I have
16 no idea what this means. It's out of context.

17 Q. Okay. So you?

18 A. I can't -- can't answer it. I just don't
19 know. This is -- I don't know what that means.

20 Q. Okay.

21 A. In the context of this document. I know
22 what those words mean, but in the context of this
23 document, I can't answer your question.

24 Q. If you turn to paragraph 444, you see that
25 therefore, allow the Rigmora LPs to benefit

1 economically, B, relieve the Rigmora LPs of their
2 obligations to contribute cash to the partnership,
3 C, ensure a fair result for the other limited
4 partners, and D, enable all companies in the
5 portfolio to thrive.

6 Do you see that?

7 A. I do.

8 Q. And is that consistent with your
9 description of the consequences of a winding up in
10 paragraph 7 of your declaration?

11 ATTORNEY WINSTON: Objection. Form.

12 A. I, again, it's the same answer as with
13 paragraph 442. In the context of this, I don't know
14 what this means, so I can't say it is in contrast or
15 it's completely consistent. I have no idea.

16 Q. Okay. Dr. Harrison is not saying here
17 that an equitable winding up would necessarily be
18 catastrophic for the fund; correct?

19 A. I don't know. I don't know what this
20 document is. I can't take five sentences out of
21 160-page document and give you an opinion as to the
22 relationship with what my declaration says.

23 Q. Okay. Do you know one way or another
24 whether the statements in your declaration are
25 consistent with the statements Dr. Harrison has made

1 under oath to the Cayman court?

2 A. Exact same answer as before. Out of
3 con -- I don't know, because I don't know everything
4 in this document.

5 Q. Okay. Could you pull -- I think it's
6 Perry Mandarin Exhibit 11, which is the second
7 funding motion?

8 Did you review this document before it was
9 submitted?

10 A. I did.

11 Q. Okay. Could you please turn to paragraph
12 44 of this document.

13 Q. Okay. And could I direct you to footnote
14 24, which is on page 37, which writes the prudent
15 official liquidators appointed by the Cayman court
16 would likely be paying partnership funds to
17 portfolio companies as part of their powers and
18 would seek the Cayman court's sanction to make such
19 payments. Such a sanction application would need to
20 be served on the partnership's liquidation
21 committee, which would have the right to oppose the
22 sanction application and appear at the hearing of
23 the sanction application to make submissions to the
24 Court. However, it is ultimately a matter of the
25 Cayman's court discretion as to whether the sanction

1 is granted and the Cayman court would not be
2 constrained based on whether the powers sought by
3 the official liquidators is within the scope of the
4 LPA.

5 Do you see that?

6 A. I do.

7 Q. Okay. This states that liquidators
8 appointed by the Cayman court would have the power
9 to fund portfolio companies; correct?

10 ATTORNEY WINSTON: Objection. Form.

11 Q. This states that liquidators appointed by
12 the Cayman court would likely view paying
13 partnership funds to portfolio companies as part of
14 their powers; correct?

15 A. That's what it says, yes.

16 Q. And it describes a mechanism by which they
17 could seek the Cayman court's authority to make such
18 payments; correct?

19 A. Yes.

20 Q. Is that consistent with your description
21 of the consequences of a winding up proceeding in
22 paragraph 7 of your declaration?

23 A. This says they have the -- they would
24 likely view paying partnership funds as part of
25 their powers. It doesn't mean that they would.

1 Q. Do you -- but it also doesn't say that
2 they would be required to sell the assets and
3 liquidate the portfolio companies; correct?

4 A. It doesn't say that.

5 Q. Okay. Does this paragraph or footnote 24
6 describe a catastrophic consequence for the fund?

7 A. It does not.

8 Q. Does this paragraph 24, or footnote 24,
9 state that, in the event liquidators were appointed
10 in the winding up proceeding, that ongoing clinical
11 trials would be terminated?

12 A. It does not.

13 Q. Does this, in fact, state that official
14 liquidators could avail themselves of a mechanism to
15 obtain funds to invest in portfolio companies?

16 A. Again, it also says that the Cayman court
17 would need to approve it.

18 Q. But it does describe a mechanism by which
19 liquidators could fund portfolio companies; correct?

20 A. It does.

21 Q. The proposed liquidators in the Cayman
22 court winding up proceeding are from Alvarez &
23 Marsal; correct?

24 A. That's what you told me.

25 Q. Are you familiar with that firm?

1 A. I am.

2 Q. Do they have a good reputation in the
3 insolvency industry?

4 A. They do.

5 Q. Do you know one way or the other whether
6 the Cayman court has the power to invalidate actions
7 taken by the fund subsequent to the commencement of
8 winding up proceedings?

9 A. I am not -- I am not a Cayman Island
10 expert. I can not opine on any aspects of the
11 Court -- what courts could do in the Cayman Islands.

12 Q. Okay. Have you reviewed the declaration
13 of mark Phillips, who is a Cayman law expert?

14 ATTORNEY WINSTON: Objection. Vague.

15 A. I know I have it. I'm not sure I read it.
16 I don't know that he's a can man law expert. I know
17 he's, you know, has been presented as one. I don't
18 know if that's -- if he's bound -- if he's, you
19 know, been found to be one.

20 Q. Okay. In connection with the exercise of
21 your business judgment as CRO for the debtors, have
22 you considered the possibility that actions taken on
23 behalf of the fund may be subject to the review of
24 the Cayman courts?

25 A. Actions taken -- sorry.

1 ATTORNEY WINSTON: Objection. Vague.

2 A. Okay. So actions taken -- as you said,
3 actions taken by the fund, do you mean by the
4 debtors, do you mean -- what do you mean by that?

5 Q. By the debtors.

6 A. Okay.

7 ATTORNEY WINSTON: Same objection.

8 A. Yeah. I don't know. I don't know. I
9 don't know what -- I don't understand your question.

10 Q. So you understand that, with respect to
11 the debtors here in Chapter 11, certain actions
12 taken by them after the filing for bankruptcy are
13 subject to the review and approval of the Delaware
14 court; correct?

15 A. Which Delaware court?

16 Q. The Delaware bankruptcy court.

17 A. Okay. I'm even more confused now.

18 Q. All right.

19 A. Sorry.

20 Q. These debtors in this case have petition
21 had for bankruptcy in the District of Delaware;
22 correct?

23 A. Yes.

24 Q. When an entity petitions for bankruptcy,
25 there are certain actions that require the approval

1 of the bankruptcy court in order to -- for that
2 entity to take; correct?

3 A. Correct.

4 Q. Okay. And as CRO, have you taken into
5 account, in the exercise of your judgment on behalf
6 of the debtors, whether or not actions that are
7 being contemplated will require approval of the
8 Delaware bankruptcy court?

9 A. Thank you for clarifying. Yes.

10 Q. Okay. As CRO, have you taken into
11 account, in the exercise of your judgment on behalf
12 of the debtors, whether or not actions that are
13 being contemplated for those debtors will also
14 require approval of the Cayman court?

15 A. My lay understanding, right, because,
16 again, I'm not a lawyer, and if you're asking me for
17 legal conclusions, then, you know, Eric, tell me to
18 shut up, but my understanding is that the bankruptcy
19 court, as of now, has the authority to direct this
20 case, these cases, and you're obviously seeking, you
21 know, the dismissal of these Chapter 11 cases to go
22 back to Cayman.

23 So my premise is that, until and if
24 there's a dismissal, the bankruptcy court is
25 where -- is where the approval aspect lies. If the

1 Caymans court have their own say, I don't know and
2 that's a question for counsel and that's why you
3 have a legal expert and that's a, you know, that's a
4 legal debate, but my understanding, my premise is
5 that the bankruptcy court, if you will, rules right
6 now.

7 Q. So you?

8 A. From a lay perspective.

9 Q. Okay. So you have not been giving advice
10 or forming judgments based on the possibility that,
11 in addition to approval from the bankruptcy court in
12 Delaware, those actions may also be subject to
13 approval or disapproval by the Cayman court?

14 A. Again, my answer doesn't change from the
15 one I gave a second ago.

16 Q. Okay. Which is that you have been
17 proceeding on the understanding that the only
18 approval needed, where approval is needed, comes
19 from the Delaware bankruptcy court, that was your
20 earlier answer?

21 A. Right, because of the stay and, you know,
22 the automatic stay in bankruptcy, the bankruptcy
23 court's in charge.

24 Q. Okay. If the actions being taken by the
25 fund debt or are subject to approval or invalidation

1 by a Cayman court, would that be important for you
2 to know in your role as CRO for the fund?

3 ATTORNEY WINSTON: Objection. Vague.

4 I'm assuming you're asking while in
5 Chapter 11; correct? I'm trying to, again,
6 speed this up.

7 ATTORNEY TAFT: Yes.

8 ATTORNEY WINSTON: Okay.

9 A. Okay. Again, my judgment would be to do
10 what's best for the company. If it requires
11 multiple court approvals, okay. If it requires just
12 one, okay.

13 Q. Okay. So it would be helpful to you as
14 CRO to have clarity as to what courts have approval
15 authority over actions taken on behalf of the fund?

16 A. What's important is to make the decision
17 on what the right thing is to do for the fund and
18 the portfolio companies. And if it needs to get
19 presented to one or two courts, it doesn't change
20 what the right thing to do is.

21 Q. Even where you conclude that a course of
22 action is the right thing to do for the fund, it may
23 require approval from the Court; correct?

24 A. Yes.

25 Q. Okay. And, therefore knowing what courts

1 may have approval powers over that action is
2 relevant to your job as CRO; correct?

3 A. Again, what's relevant is what is the
4 right thing to do. If there's no guarantee of any
5 court. Right? There's no guarantee of any court
6 with any judge or, you know, if there was a jury
7 would do, you do what the right thing is. You try
8 to do what the right thing is and then take it from
9 there.

10 Q. If you understood that action taken by the
11 fund are subject to approval by the Cayman court,
12 would you take that into account in exercising your
13 duties as CRO?

14 A. I think you asked me that question two
15 other ways and so my answer is not going to change.

16 Q. Can you answer it now?

17 A. I refer to my last two answers. You do
18 what the right thing is.

19 Q. In your first day declaration, you don't
20 state that the fund itself is insolvent; correct?

21 A. I don't think you could find the -- I
22 don't think the word in Sol convenience is in here
23 anywhere.

24 Q. Okay. In fact, the fund is currently
25 solvent; correct?

1 A. Under what definition of solvency?

2 ATTORNEY TAFT: Mark 56.

3 Q. Do you have a preferred definition of
4 solvency when you are exercising your duties as a
5 CRO?

6 A. Well, if you recall from our dust cushion
7 like six hours ago, we talked about solvency, and so
8 there's multiple ways of solvency. Definitions of
9 solvency.

10 ATTORNEY TAFT: Going to mark as exhibit
11 18 debtor's omnibus reply to the limited
12 objection of Rigmora to the retention of Quinn
13 Emanuel and B. Riley.

14 A. Do I need still number 10 in front of me.

15 Q. Keep it close.

16 If you could turn to -- are you familiar
17 with this filing?

18 A. Yes.

19 Q. Did you review this filing before it was
20 filed on February 13th of this month?

21 A. Yes.

22 Q. Okay. Could you turn to page 22. Okay.

23 And if you look at paragraph -- footnote
24 26, second sentence, it says for present purposes,
25 it is noted that the partnership debtor is solvent

1 and this fatally undermines Rigmora's arguments
2 regarding the clawback of the \$20 million paid to
3 Quinn Emanuel. Do you see that?

4 A. Right.

5 Q. Did you review that statement before this
6 was filed?

7 A. I probably read the footnote.

8 Q. Okay. Do you have an understanding as to
9 what solvent means in the context of that footnote?

10 A. Sure. It's at the time of the transfer
11 was made, number one. Right, because if a clawback
12 presumably is being referred to as a preference
13 under 547 of the bankruptcy code. So that would
14 mean, at the time of the payment, was the entity
15 that made the payment solvent or not? Insolvency is
16 did he find -- could be defined under two ways.
17 Balance sheet or the, you know, commonly referred to
18 as the -- as the liquidity or cash flow test.

19 Q. Okay. And which is it defined one way or
20 the other here?

21 A. I don't see that.

22 Q. So do you take that statement that the
23 partnership debtor is solvent to refer to both
24 liquidity and cash flow?

25 A. I don't take it -- I don't know what they

1 meant by it.

2 Q. And this was filed on behalf of the
3 debtors; right?

4 A. Right.

5 Q. Did you have any discussions as to what
6 was meant by it?

7 A. No.

8 Q. You're suggesting that the relevant point
9 in time would be when the payments were made to
10 Quinn Emanuel; correct?

11 A. That's generally when a clawback payment
12 is affected. It's at the time. Was the debtor at
13 the time of the payment solvent or not?

14 Q. Do you know when the last pre petition
15 payment was made to Quinn Emanuel?

16 A. I believe a few days before the
17 bankruptcy.

18 Q. Okay. So a few days before the
19 bankruptcy, the fund was solvent, according to this
20 statement?

21 A. I don't know.

22 Q. Okay.

23 A. If that's what this -- I don't know if
24 that \$20 million, if that payment -- I don't know if
25 that payment was a retainer, so I have no idea if

1 that payment, prior to bankruptcy, was part of that
2 \$20 million or not or if that was a retainer for
3 future services. I have no idea.

4 Q. Okay. Did you do an analysis of the
5 solvency of the fund prior to the December 9th
6 filing?

7 A. No.

8 Q. Have you done an analysis of the solvency
9 of the fund since the December 9th filing?

10 A. No.

11 Q. Do you have any basis on which to state
12 that the fund is now or has ever been insolvent
13 under any definition of that term?

14 A. I can't say. I haven't done the analysis.
15 It's complex. It's nuanced. It's detailed.

16 ATTORNEY TAFT: Can we pull tab 32,
17 please?

18 (Pause.) mark mark 19.

19 ATTORNEY TAFT: I have marked as Mandarin
20 19 a schedule of assets and liabilities for ATP
21 life sciences. Mark mark.

22 BY ATTORNEY TAFT

23 Q. Mr. Mandarin, have you seen this document
24 before?

25 A. Yes.

1 Q. What is it?

2 A. It is the schedules of assets and
3 liabilities for ATP life sciences ventures LTP cash
4 15 dash 1278.

5 Q. And were you involved in the preparation
6 of this document?

7 A. I was.

8 Q. If you could turn to page 13 of this
9 document, which follows page 12, but it's not itself
10 numbered.

11 A. Okay.

12 Q. Did you participate in the preparation of
13 this form?

14 A. Yes.

15 Q. Okay. This form shows that the fund has
16 no creditors with secured claims; is that correct?

17 A. Yes.

18 Q. And that is accurate?

19 A. Yes.

20 Q. And this form shows that the fund has no
21 priority on security claims; correct?

22 A. Correct.

23 Q. And that is also accurate?

24 A. Yeah, as of the petition date, yes.

25 Q. Okay. Has that -- has either of that

1 changed as of the petition date?

2 A. I don't know if there have been any
3 priority claims filed, you know, by any tax
4 authorities or things like that. So but I don't
5 know.

6 Q. Okay.

7 A. But it has -- I don't believe it has.

8 Q. Okay. You list approximately \$22 million
9 of claims of nonpriority, unsecured creditors;
10 correct?

11 A. No.

12 ATTORNEY WINSTON: Objection. Vague. I
13 think you misstated what you were asking.

14 ATTORNEY TAFT: I'm sorry.

15 BY ATTORNEY TAFT

16 Q. You list here \$22 million of claims of
17 nonpriority -- as the nonpriority amount of
18 unsecured claims; correct?

19 ATTORNEY WINSTON: I think you're just
20 making a typo. You may want to look at the
21 number again and see what you're saying. You
22 said \$22 million.

23 ATTORNEY TAFT: Sorry. Long year.

24 ATTORNEY WINSTON: It's been a long year,
25 I agree.

1 BY ATTORNEY TAFT

2 Q. Mr. Mandarino, what is the total amount of
3 claims of nonpriority amount of unsecured claims?

4 ATTORNEY WINSTON: That's a nimble
5 litigator.

6 A. Approximately \$221.7 million.

7 Q. Okay. Are these unsecured claims listed
8 on schedule EF of this filing?

9 A. Yes.

10 Q. Would you please turn to that schedule.
11 This schedule EF lists 11 portfolio
12 companies as unsecured creditors; correct?

13 A. No, it lists 13.

14 Q. Well, the last -- 12 and 13 are the
15 Rigmora LPs; correct?

16 A. Right.

17 Q. So the first 11 are portfolio companies;
18 correct?

19 A. Correct.

20 Q. And those are all identified as contingent
21 and unliquidated claims; correct?

22 A. Yes.

23 Q. And with respect to the portfolio
24 companies, none of them are identified as disputed
25 claims; correct?

1 A. That's correct.

2 Q. Okay. And for each of those claims, the
3 basis for the claim is identified as intercompany
4 funding; is that correct?

5 A. Yes.

6 Q. Is that a reference to share purchase
7 agreements between the fund and these companies?

8 A. Yes.

9 Q. And if I recall your testimony earlier
10 correctly, you said that you had reviewed one of
11 those shared purchase agreements; correct?

12 A. Yes.

13 Q. Describe the process for determining that
14 these claims were not disputed?

15 ATTORNEY WINSTON: You can answer to the
16 extent it does not reveal attorney-client
17 privileged communications.

18 A. It would -- I would reveal attorney-client
19 privileged communications.

20 Q. Was?

21 A. To answer that.

22 Q. Did you engage in any discussions as to
23 whether or not these claims should be disputed?

24 ATTORNEY WINSTON: Same instruction.

25 A. Same answer.

1 Q. Sorry, the question was did you engage in
2 any discussions as to whether or not these portfolio
3 companies claims should be disputed.

4 ATTORNEY WINSTON: Same instruction. Fit
5 involves attorney client privileged
6 communications, I would instruct you not to
7 answer. But if you can answer it outside of
8 that, go ahead.

9 A. What was the first part of the question
10 again? Did I.

11 Q. The question was did you have any
12 discussions as to whether or not these portfolio
13 companies claims should be disputed. It's a yes or
14 no?

15 A. Yes.

16 Q. Okay. Who were those discussions with?

17 A. Counsel.

18 Q. Okay. In connection with those
19 discussions, did you obtain legal advice on behalf
20 of the fund as to whether or not to dispute the
21 claims?

22 A. I guess that's what it would encompass. I
23 don't -- I don't know.

24 Q. Well, the claims are against the fund;
25 correct?

1 A. Yes.

2 Q. And this filing is on behalf of the fund;
3 correct?

4 A. Yes.

5 Q. So the advise you received concerned
6 whether or not the fund should dispute the claims;
7 correct?

8 A. No, I don't -- I -- you're conflating
9 words.

10 So I don't know how to answer.

11 Q. Were you obtaining advice on behalf of the
12 portfolio companies?

13 A. It was -- this goes in to attorney-client
14 privilege way, way deep.

15 Q. Which -- you're the CRO for each of the
16 debtors; correct?

17 A. I am.

18 Q. You are retained separately by each of the
19 debtors; correct?

20 A. Yes.

21 Q. And when exercising your responsibilities
22 as CRO for the fund, you view yourself as acting on
23 behalf of the fund; correct?

24 A. Yes.

25 Q. And who made the decision on behalf of the

1 fund not to dispute these contingent unliquidated
2 claims held by the portfolio companies?

3 A. I think there's a -- there's a conclusion
4 that's not inconsistent with both at the fund level
5 and the portfolio companies level. It's entirely
6 consistent on both levels that these are, you know,
7 uncontested or undisputed amounts that have -- that
8 are due.

9 Q. Well, it takes two, two sides to have a
10 dispute; right?

11 A. It could be three.

12 ATTORNEY WINSTON: I'm not sure that's
13 accurate.

14 Q. The fund, was there a decision by the fund
15 not to dispute these portfolio company claims?

16 A. I don't know -- I don't know if it was --
17 if there was a conscious dispute. I mean, they're
18 listed as, as we know for sure, contingent and
19 unliquidated, so, you know, there's, you know, which
20 means that it's a, you know, it could be a
21 contingent claim, they're subject to objection by
22 other parties, so we're not -- it's to the best of
23 our belief, these claims are not undisputed. They
24 could be contingent or unliquidated? Sure. So, you
25 know, just preserves everyone's rights. So I think

1 it's entirely consistent between the fund and the
2 portfolio companies.

3 The fund is an investor in the portfolio
4 companies.

5 Q. Uh-huh?

6 A. Right? So it's, you know, it is what it
7 is. This is the way it's been set up and the
8 general part other -- the fund gave the general
9 partner the right to manage these companies. They
10 may in the like that decision now, but that's what
11 happened. So the LPs of the fund may not like that
12 decision, but that's what happened and this is
13 entire -- in my opinion, this is entirely
14 consistent.

15 Q. Was the decision made on behalf of the
16 fund not to dispute these claims by the portfolio
17 companies; yes or no?

18 A. Well, they're not disputed; so implicitly
19 yes.

20 Q. Okay. And who made that decision?

21 A. I don't know. It was a collective
22 decision among everyone.

23 Q. And who do you include within everyone?

24 A. Counsel, management, myself.

25 Q. Okay. And to the extent you were involved

1 in that decision, you relied on the advice of
2 counsel; is that correct?

3 A. Yes.

4 Q. Okay. You did not review each of these
5 port -- shared purchase agreements?

6 A. My understanding, the share purchase
7 agreements were generally consistent and so, you
8 know again, not to -- that's right, I reviewed at
9 least one.

10 Q. Okay. And your understanding that the
11 SPA's that you didn't review are generally
12 consistent with the one that you did is based on
13 what?

14 A. I believe discussions with Dan Finkelman.

15 Q. Okay. He's counsel to the general
16 partner?

17 A. General counsel, yes.

18 Q. Okay. And what did he -- he advised you
19 that the SPA's were all generally consistent?

20 A. Yeah, but, I mean.

21 ATTORNEY WINSTON: You can answer at a
22 high level, but I caution you to avoid any
23 specific attorney-client privileged
24 communications.

25 A. Yes.

1 Q. Okay. And on that basis, you were in
2 favor of not having the fund dispute these claims;
3 correct?

4 A. That's right. I mean, I think -- yes.
5 And plus, the fund has the commitments to these
6 companies. It is what it is. I mean, these things
7 aren't sacrosanct. This isn't a final people
8 judgment saying the claims are there. People could
9 have disputes. It's disclosure, and we believe we
10 are making adequate disclosure.

11 Q. With respect to the claims by the LPs,
12 that's 312 and 313, what gives rise to those claims?

13 A. I'm sorry, repeat that again.

14 Q. Sorry. This schedule also, EF also lists
15 two claims by the LPs; correct?

16 A. Yes.

17 Q. And what gives rise to those claims?

18 A. All this litigation. I mean, it's -- they
19 could be a creditor. They could have a claim and so
20 we put them in as, you know, right now we don't --
21 right now, we don't know if there's a claim, but
22 they could have a claim, so we marked it as, you
23 know, for, again, for disclosure purposes.

24 The LPs could have a right to file a proof
25 of claim and argue their case.

1 Q. And there are no other creditors of the
2 fund listed on this EF; correct?

3 A. That's right.

4 Q. Okay. You mention that the claims by the
5 portfolio companies were contingent. What does that
6 mean?

7 A. That there could be an argument from
8 another side that these, in fact, aren't
9 liabilities, but they're equity contributions.

10 Q. Does it also mean that some event -- that
11 the liability is contingent on some event occurring
12 or not occurring?

13 A. I guess theoretically, it could.

14 Q. Okay. What did you -- what was your
15 understanding of what makes these claims contingent?

16 ATTORNEY WINSTON: Same instruction as
17 before. To the extent it's based upon
18 attorney-client privileged communications, ask
19 you not to answer, but if you can answer
20 outside of that, you should.

21 A. Yeah, only what I said before, and any
22 further detail was, you know, for sure discussed
23 with counsel.

24 Q. Okay. Are you familiar with the concept
25 of a contingent liability under GAAP?

1 A. Yes.

2 Q. Okay. What is -- what determines whether
3 a liability is treated as a contingent liability
4 under GAAP?

5 A. If there's uncertainty that it's, you
6 know, going to become due. Generally, it's a lot
7 more complicated than that, but on a very high
8 level, that's what it is.

9 Q. Is that true as to the claims listed here
10 for the portfolio companies?

11 ATTORNEY WINSTON: Objection. Vague.

12 A. I'm sorry, could you rephrase that?

13 Q. Are the scheduled claims by the portfolio
14 companies that are here on EF contingent in the
15 sense that there is uncertainty as to whether or not
16 they are going to be come due?

17 ATTORNEY WINSTON: Same instruction as
18 before.

19 A. Again, I answered it three, four questions
20 ago. There could be disputes that they may not be a
21 claim and not due. So I guess that would be yes to
22 your answer.

23 Q. Okay. Have you, in your role as CRO for
24 the fund, conducted any analysis as to the
25 likelihood of any of these portfolio company

1 contingent claims becoming due?

2 A. Not yet.

3 Q. When do you intend to do that analysis?

4 A. When we have time and we're not, you know,
5 in 17 depositions a day.

6 Q. Have you identified what events are
7 relevant to determining whether claims under these
8 agreements may become due?

9 A. No.

10 Q. Do you know whether any of -- these are --
11 all of these claims are also identified as
12 unliquidated; correct?

13 A. Yes.

14 Q. What does that mean?

15 A. It means that they could be more or less.

16 Q. Okay. Have you determined the amount, the
17 likely amount of any claim by any portfolio company?

18 A. No.

19 Q. Okay. Do you plan to --

20 A. I mean ultimate claim. I mean, right now,
21 that's the stated claim, but could that claim be
22 different? No, we haven't done any work on that.

23 Q. Okay. If you turn to -- back to page 13,
24 this is document I was having some trouble with.

25 What does this form list as the value of

1 the fund's personal property?

2 A. Approximately \$3.6 billion.

3 Q. Okay. And that is many multiples greater
4 than the sum of the unsecured claims; correct?

5 A. That's right.

6 Q. Just with respect to the unsecured
7 portfolio company claims, have you done any analysis
8 of when those amounts may be owed?

9 ATTORNEY WINSTON: Objection. Vague.

10 A. Yeah, which -- what are you talking about?

11 Q. Sorry. You've described the claims as
12 contingent; correct?

13 A. Which claims, I'm sorry. You've lost me.

14 Q. I'm sorry, back to the un -- the portfolio
15 companies claims listed on schedule EF.

16 A. Okay. I thought you meant.

17 Q. Yeah, sorry?

18 A. Unsecured claims at the portfolio
19 companies.

20 Q. Yeah. So these are the -- I'm back on
21 schedule EF, and we are looking at the list of the
22 unsecured claims contingent and unliquidated?

23 A. Right.

24 Q. Claims.

25 Have you done any analysis as to when

1 amounts may be owed to the portfolio companies in
2 the event such amounts are owed?

3 A. I mean, the amounts are -- again, the
4 liabilities listed as the amount that the portfolio
5 companies are owed and that would be done -- they
6 would be funded in accordance with a funding
7 schedule. So it's over time, but I don't, you know,
8 I mean, we've seen other schedules that have been
9 provided to you as to funding needs and when that
10 happens. So, presumably, with consistent with those
11 schedules.

12 Q. Which schedules are you referring -- are
13 you referring to the budget?

14 A. No, well, the budget's one of them, but I
15 thought there were other -- I thought you had --
16 somewhere along in our discussions you referenced
17 the, you know, the future funding, the original
18 capital B budget under the LPA. I think there was
19 timing there, right? Documents like that.

20 Q. So it's your understanding that there are
21 funding schedules in these share purchase
22 agreements?

23 A. There's funding amounts, and there are --
24 there have been other, you know, there was that --
25 what was that schedule you've asked for that,

1 quarterly funding amount or something like that,
2 that I thought it would -- it's when the companies
3 need to be funded.

4 Q. Okay. And your understanding is that
5 those contingent liabilities arise over time?

6 A. Well, the liabilities that are described
7 in here as contingent and unliquidated are due over
8 time. I believe they are, you know, they are
9 committed now and due over time, would be paid over
10 time.

11 Q. Okay. And my question is have you done an
12 analysis of, assuming those amounts are due and
13 become liquidated, the schedule over which they
14 would be payable?

15 A. No.

16 Q. Okay.

17 A. Not entirely.

18 ATTORNEY TAFT: Could I get tab 34,
19 please?

20 (Pause.) mark mark. 20

21 ATTORNEY TAFT: Mr. Mandarino, I'm going
22 to mark as Mandarino exhibit 20 a series A
23 preferred stock purchase agreement dated
24 December 16, 2022, of a upon therapeutics,
25 Inc.. Mark mark.

1 Q. Do you recognize this document?

2 A. Generally, yes.

3 Q. Do you believe that this is the share
4 purchase agreement that you reviewed?

5 A. I don't know if I reviewed Aethon.

6 Q. Okay.

7 A. I think so, though.

8 Q. Could you turn to -- are you generally
9 familiar with share purchase agreements? Have you
10 reviewed them in your capacity as CRO in other
11 matters?

12 ATTORNEY WINSTON: Objection. Form.

13 A. I don't know.

14 Q. Okay. If you turn to 1.1B on the page
15 with Bates 550, do you see that, in this section,
16 the fund is committing to purchase preferred shares
17 in ATHON subject to the terms and conditions of this
18 agreement?

19 A. I do.

20 ATTORNEY WINSTON: Objection. Form.

21 Q. Okay. And you can see that those
22 purchases in 1.2 are divided into tranches; correct?

23 A. I see that.

24 Q. Is that consistent with your understanding
25 that these purchases are to take place according to

1 a schedule?

2 A. Yes.

3 Q. And if you look at -- 1.2A, which would be
4 the first one, that describes the initial closing;
5 correct?

6 A. It's 1.2A is titled initial closing.

7 Q. Okay. And it states that there's a
8 reference towards the bottom to Exhibit A; correct?

9 A. I see that.

10 Q. It says that Exhibit A to this agreement
11 shall be updated to reflect the name and address of
12 each other purchase er, the number of other initial
13 closing shares purchased by such other purchaser and
14 the number of additional shares to be purchased at
15 each subsequent closing, IE, other purchaser. Do
16 you see that?

17 A. Yup.

18 Q. Can you turn to page with the Bates number
19 575?

20 Do you recognize this as the Exhibit A to
21 the agreement?

22 A. I do.

23 Q. Okay. And this shows that, at the initial
24 closing, the fund purchased 5,000 series A shares
25 for \$5 million?

1 ATTORNEY WINSTON: Objection. Form. I
2 think you misstated the number of shares.

3 ATTORNEY TAFT: Sorry.

4 Q. 5 million shares for a total investment of
5 \$5 million; correct?

6 A. Yes.

7 Q. And then, if you turn to the next page,
8 you can see the share purchases in the second
9 tranche that took place in October of 2023 and
10 subsequent months; correct?

11 A. Yes.

12 Q. And this goes up through the fourth
13 tranche on 577 shows that the fund invested \$5
14 million in tranche four; correct?

15 A. That's right.

16 Q. And then, subsequently, a fifth tranche --
17 I'm sorry.

18 Do you know whether that fourth tranche
19 funding was made?

20 A. I don't know if the fourth tranche was
21 part of the, you know, ultimately the \$97 million or
22 not that was ultimately paid.

23 Q. Okay.

24 ATTORNEY WINSTON: I'm sorry to interrupt.

25 ATTORNEY TAFT: Yeah.

1 ATTORNEY WINSTON: I think your question
2 was a little different than the answer. Do you
3 want to reask that? He was I think saying
4 something different.

5 ATTORNEY TAFT: Sorry.

6 BY ATTORNEY TAFT

7 Q. I was wondering, do you know if the amount
8 reflected for the fourth tranche payment was
9 actually made to Aethon or not?

10 A. Yeah, this is awfully detailed. I don't
11 remember it off the top of my head. I don't know if
12 that's part of the -- I just -- I don't know.

13 Q. Okay. If you turn to -- back to Bates 553
14 of this document.

15 ATTORNEY WINSTON: 553?

16 ATTORNEY TAFT: Yup.

17 ATTORNEY WINSTON: Okay.

18 Q. Do you see the definition of fourth
19 tranche milestone?

20 A. I do.

21 Q. Okay. The fourth tranche milestone is
22 defined mere it means the company's achievement on
23 or before June 30, 2025, of each of the following:

24 The completion of a pre IND package for
25 the lead candidate that is ready for filing with the

1 USDA with does range finding toxicity and the
2 company's identification of two further drug
3 discovery projects with identification of an anti
4 body format with in vivo activity in two preclinical
5 models for one project and anti body binders to the
6 target for the second project.

7 Do you see that?

8 A. I do.

9 Q. Do you know whether the fourth tranche
10 milestone has been achieved?

11 A. I don't.

12 Q. Okay.

13 A. I don't know.

14 Q. Have you done any -- or you or anyone at
15 B. Riley done any analysis to determine whether the
16 fourth tranche milestone has been achieved?

17 A. We have not been in this level of detail
18 on every series A agreement. In fact, you're
19 pointing as a very good explanation of why these
20 were listed as contingent, because if some of the
21 milestones weren't reached, then, you know, someone
22 could claim that, because there's always a point in
23 these agreements to not fund anymore, someone would
24 have the right to say we don't want to fund.

25 Q. So this one has a fourth tranche milestone

1 lists specific steps that -- or achievements that
2 need to take place on or before June 30th of 2025;
3 correct?

4 A. That's right.

5 Q. So that is a contingency that, if not met,
6 this liability would -- that contingency would not
7 be satisfied; correct?

8 ATTORNEY WINSTON: Objection. Form.

9 A. Unless there was an agreement to extend
10 the date.

11 Q. Are you aware of any such agreement?

12 A. I'm's not.

13 Q. Okay. If you go to -- just right above
14 that, the fifth tranche milestone, it says the
15 company's receipt on or before March 30, 2026 of an
16 investigational new drug clearance from the USDA.

17 Do you know whether Aethon anticipates
18 achieving that milestone?

19 A. I don't.

20 Q. Do you have any reason to think that that
21 is likely?

22 ATTORNEY WINSTON: Objection to form.
23 Lacks foundation.

24 ATTORNEY TAFT: No, I asked if he had the
25 foundation. I asked if he had any reason to

1 think that it's likely that Aethon is going to
2 satisfy that milestone. If he says no, then
3 no.

4 ATTORNEY WINSTON: All right. Objection.
5 Form.

6 ATTORNEY TAFT: Okay.

7 A. I would, I think you've taken deposition
8 or 30(b)(6) depositions of all the management teams,
9 of all the portfolio companies. They would be the
10 best to answer that.

11 Q. Okay. It's possible that the contingent,
12 unliquidated claims associated with Aethon may be
13 less than listed in schedule EF?

14 A. It's why they're listed as contingent and
15 unliquidated in a transparent, appropriate way.

16 Q. And it's possible that they may, in fact,
17 be zero?

18 A. Potentially.

19 Q. Okay.

20 ATTORNEY TAFT: Could we get tab 36,
21 please?

22 (Pause.)

23 BY ATTORNEY TAFT

24 Q. Mr. Mandarino, I'm going to mark as
25 Mandarino Exhibit 21. Mark mark.

(Pause.)

Q. Mr. Mandarino, do you recognize this document?

A. Yes.

Q. What is it?

A. It's the Apertor Pharmaceuticals, Inc. series A preferred stock purchase agreement dated November 5, 2020.

Q. And is this the basis portfolio companies the claims associated with Apertor on the fund schedule EF?

A. This is the series A purchase agreement that was used to help prepare the statements and schedules, yes.

Q. Okay. And have you reviewed this document before?

A. Again, as I said, I reviewed one of them. I forget which one it was.

Q. Okay. Apertor is one of the debtor portfolios; correct?

A. Yes.

Q. Okay. If you turn to 1.3C, which is on page 601 of this document. This provision states that after the initial closing, company shall sell and purchaser shall purchase on the same terms and

1 conditions as those contained in this agreement as
2 part of additional closings up to an aggregate of
3 43,500,000 additional shares at the request of the
4 board and upon the company's achievement of certain
5 milestones to be negotiated in good faith by the
6 company and the purchaser after the initial closing.

7 Do you see that?

8 A. I do.

9 Q. Okay. Are those additional purchases the
10 basis for the contingent unliquidated claim against
11 the fund?

12 A. Again, not having read this document or if
13 I read it, not read it recently, I believe so, but
14 there could be more. So I, you know, with without
15 studying this in full detail and comparing to the
16 statements and schedules, I would imagine this is a
17 big part of it, but I can't say this is entirely it.

18 Q. Okay. Do you know whether the milestones
19 referenced in this provision were ever negotiated?

20 A. Between whom?

21 Q. Between the fund and Apertor?

22 A. Well, there's a signature from Apertor.
23 There's a signature from the fund. So I don't know.

24 Q. I'm sorry, this provision 1.3C states that
25 the parties will negotiate in good faith certain

1 milestones; correct?

2 A. Right.

3 Q. So the milestones are not -- they're not
4 set at the time this agreement was entered into;
5 correct?

6 A. Mr. Taft.

7 ATTORNEY WINSTON: Objection. Form.

8 Q. Do you know whether the milestones were
9 ever negotiated?

10 A. I don't.

11 Q. Okay. So any liability to purchase
12 additional shares would have to follow the agreement
13 of the milestone; correct?

14 A. Unless there was some other agreement.

15 Q. Are you aware of any other agreement?

16 A. No.

17 Q. This is a different structure than what we
18 looked at for Aethon; correct?

19 A. Right.

20 Q. Were you aware that there was this
21 variation between the share purchase agreements for
22 these companies?

23 A. Again, as I said, I was aware they were
24 substantially similar. There were differences based
25 on certain timing on one of the -- when the share

1 purchase agreements were put together. So when you
2 prepare things like statements and schedules, you
3 rely on a number of people. So yes, I was aware
4 there were differences.

5 Q. Do you know if there were any other share
6 purchase agreements that reference milestones to be
7 negotiated?

8 A. I don't.

9 Q. Do you know with respect to Ever Crisp,
10 whether Ever Crisp and the fund negotiated
11 additional milestones?

12 A. No.

13 Q. Do you know with respect to initial,
14 whether or not initial and the fund negotiated
15 additional milestones?

16 A. No.

17 Q. Do you know with respect to Red Queen
18 whether or not Red Queen and the fund negotiated
19 additional milestones?

20 A. No.

21 Q. Do you know with respect to Deep Apple,
22 whether Deep Apple and the fund negotiated
23 additional milestones?

24 A. No.

25 Q. To the extent those milestones haven't

1 been negotiated, then they can't be satisfied;
2 correct?

3 ATTORNEY WINSTON: Objection. Vague.

4 A. I don't know.

5 Q. Can you go back to Mandarin 20, which
6 is -- I'm sorry, let's stick on Apertor. Let's
7 stick on Mandarin 21.

8 Could you turn to section -- page 16?

9 ATTORNEY WINSTON: Bates 615.

10 ATTORNEY TAFT: Bates 615.

11 ATTORNEY WINSTON: Yeah.

12 Q. And section 614 has the heading
13 termination of additional closing obligations. Do
14 you see that?

15 A. Yup.

16 Q. Have you reviewed -- understanding that
17 you may not have reviewed this particular SPA, did
18 you review any of the SPA's to determine the effect
19 of a bankruptcy filing on the parties' obligations
20 under the share purchase agreement?

21 A. I'm sorry, did I what?

22 Q. Sorry. In connection with preparing a
23 schedule -- sorry.

24 In connection about your role as CRO for
25 the fund, did you analyze whether the fund's

1 obligations to debtor porticos under SPA's were
2 impacted by those debtor port cos filing for
3 bankruptcy?

4 ATTORNEY WINSTON: And I'm assuming you're
5 not wanting to hear any attorney-client
6 privileged communications; correct.

7 ATTORNEY TAFT: I'm just asking if this is
8 something he considered as CRO.

9 A. Gotta try it one more time.

10 Q. Sure.

11 The unliquidated contingent liabilities
12 listed in schedule EF arise from these share
13 purchase agreements; correct?

14 A. Right.

15 Q. Okay. Some of those agreements are with
16 debtor portfolio companies; correct?

17 A. Right.

18 Q. In connection with determining whether
19 these claims should be disputed by the fund, did you
20 consider whether the portfolio companies having
21 filed bankruptcy impacted the fund's obligations
22 under the agreement?

23 A. All right. It sound like you're asking me
24 for a legal opinion, which I can't give you, so
25 how -- again, how the statements and schedules were

1 prepared -- first of all I don't know if you
2 understand the role of a CRO. And the CRO is one
3 person that relies on a lot of other people. Is not
4 the ultimate decision maker.

5 Q. Uh-huh.

6 A. Is not the ultimate, you know, because if
7 you see the scope of my letter, which I'm sure we'll
8 get to, you rely on a lot of people to get stuff
9 done. Like any executive at any company. Like the
10 CFO of any company doesn't rely on what he or she
11 does to do anything, they rely on their whole team.

12 Q. Uh-huh.

13 A. And these were prepared with the advice of
14 counsel, with the understanding of people who work
15 at the company. And we believe that, ultimately, my
16 conclusion was, based on all the facts at hand, that
17 the -- there's a inconsistency among the portico and
18 the fund and listed as, you know, contingent and
19 unliquidated preserves everyone's views as to
20 having, you know -- if there's, you know, any
21 problematic issues.

22 And so that's how these were prepared.
23 And this is -- and I can't go in 20 discussions with
24 counsel and I'm not giving you a legal conclusion as
25 to, you know, what the ultimate resolution will be

1 or the ultimate call will be. So that's all I could
2 answer with respect to any of this type of line of
3 questions with putting it in here. I believe they
4 were done accurately, in good faith, and with
5 transparency.

6 Q. A decision was made not to dispute these
7 claims -- for the fund not to dispute these claims;
8 correct?

9 A. I think you asked me that and I answered
10 that already.

11 Q. They're not marked as disputed claims?

12 A. That's right, they're not marked as
13 disputed.

14 Q. Could I turn you to 614B?

15 And starting from the top it says the
16 purchaser shall have the right to terminate its
17 obligations to complete any additional closing, if
18 prior to the occurrence there of, any of the
19 following occurs.

20 Down to B, the company art four institutes
21 any proceedings under the United States bankruptcy
22 code for any other federal or state bankruptcy,
23 reorganization, receivership, insolvency, or other
24 similar law affecting the rights of creditors
25 generally.

1 Do you see that?

2 A. I do.

3 Q. Okay. Did you, or anyone at B. Riley,
4 take into account that provision in determining that
5 the fund should not dispute the claims by Apertor?

6 ATTORNEY WINSTON: So same instruction
7 I've given you before.

8 A. Yes.

9 Q. Okay. Why, in light of that provision, is
10 the fund not disputing potential claims brought by
11 Apertor?

12 ATTORNEY WINSTON: So same instruction,
13 but, you know.

14 A. Same answer.

15 ATTORNEY WINSTON: That's not the same
16 answer. So.

17 A. Well, I mean, it's not the same answer as
18 before.

19 The answer is because it was discussed
20 with counsel, and I generally understand what I
21 think there's something called an ipso facto clause.

22 Q. Uh-huh?

23 A. Where, you know, bankruptcy, you know, the
24 bankruptcy code now takes over from agreements and
25 people have -- parties have ability to go to the

1 bankruptcy court and have a forum to make disputes,
2 which you guys obviously are.

3 Could we take a break?

4 Q. Sure?

5 THE VIDEOGRAPHER: The time is 3:22.

6 We're going off the record.

7 (Recess.)

8 THE VIDEOGRAPHER: The time is 3:29 p.m.

9 We're going back on the record.

10 BY ATTORNEY TAFT

11 Q. Mr. Mandarino, do you know whether the
12 other SPA's have provisions analogous to section
13 6.14B of the Apertor SPA?

14 A. I don't know.

15 Q. Okay. With respect to the other SPA's,
16 are you aware of any portfolio company that has
17 satisfied a milestone that would entitle it to
18 demand that the fund purchase additional shares as
19 of today?

20 A. Demand?

21 Q. That would give -- that would give rise to
22 a claim for -- to have the fund purchase additional
23 shares today?

24 A. I am unaware if that is the only criteria
25 for the funding. The general partner, you know, has

1 certain rights to move things and to, you know, use
2 its management rights that it has to manage the fund
3 and I believe the bankruptcy code has -- gives
4 debtors the rights to call the funds, regardless of
5 milestones, but I am unaware -- I can't answer your
6 question. I don't know.

7 Q. Do you believe that the bankruptcy code
8 has provisions that would give portfolio company
9 debtors the right to cause the fund to purchase
10 additional shares irrespective of whether
11 contractual milestones have been met?

12 A. To use the -- to use its own money, yes.
13 But that's a legal argument that I am uncomfortable
14 in answering your question, I'm uncomfortable even
15 in the first answer I gave. It's legal nuance that
16 is not in my bailiwick.

17 Q. Okay. And you've had discussions --
18 sorry.

19 Have you had discussions with the
20 leadership of each of the portfolio companies at
21 this point?

22 A. I think I've spoken to every leadership,
23 yes.

24 Q. Okay. In any of those discussions, did
25 the leaders of the portfolio companies assert that

1 the funded a contractual obligation to acquire
2 additional shares in the company as of now?

3 A. No.

4 Q. Could you turn back to your declaration in
5 support of the second funding motion?

6 A. What number is that?

7 ATTORNEY WINSTON: I think it's 10.

8 You said second funding motion?

9 ATTORNEY TAFT: Yes, I think it is 10. Or
10 11.

11 ATTORNEY WINSTON: The funding motion, I
12 think it's 12.

13 ATTORNEY TAFT: 12.

14 BY ATTORNEY TAFT

15 Q. Paragraph 9 has a table, page 4 of the
16 motion. Do you see that?

17 A. I do.

18 Q. What does this table reflect?

19 A. This table reflects the -- a number of
20 things. It describe -- it has the portfolio
21 company. It has the amount that each portfolio
22 company was funded to date of this day. It has the
23 unfunded approved budget amount. And the funding
24 amount that we're asking for under the funding
25 motion from the period from January 20th to July

1 31st of 2026 for each of the debtor and none debtor
2 companies.

3 Q. Okay. So the right hand column of this
4 funding amount, those totals include the amounts
5 authorized in the first funding order; correct?

6 A. That's correct. That's, I think, what
7 footnote 5 says.

8 Q. Okay. And if you look at paragraph 14,
9 that refers to amounts being sought for the
10 management company; correct?

11 A. Correct.

12 Q. And those amounts are at \$12.2 million is
13 inclusive of the amounts authorized in the first
14 order; correct?

15 A. Yes.

16 Q. Apart from the \$97 million, approximately
17 how much cash does the fund currently have on hand?

18 A. So the total cash -- approximately --
19 approximate numbers?

20 Q. Approximate, yeah.

21 A. Management company has 2-point -- call it
22 2.3 million. Roughly. And this is roughly
23 estimated like as of this Friday.

24 Q. Okay.

25 A. The portfolio companies have an

1 additional -- from ATLS funded cash, call it another
2 like 12 usually, \$12.2 million. And then three of
3 the portfolio companies have their own cash that was
4 not funded, mostly by ATLS, and that's al lows,
5 replicate, and Aethon, and the sum of those three, I
6 think it's like 8 mild at replicate, \$7 million at
7 al lows, or could be vice versa, and then -- or, no,
8 maybe -- there's a total of like another \$13 million
9 held by those three companies. I forget the exact
10 amount that each of the company has, but give or
11 take, it's 13, \$14 million. Maybe it's 6 million,
12 \$7 million, and \$1 million among those three
13 companies. I just don't recall.

14 Q. Okay.

15 A. Exactly.

16 Q. And setting aside al lows and replicate,
17 what was the source of the \$12.2 million currently
18 being held at the portfolio companies?

19 A. Okay. So for al lows, I have to include
20 al lows in this.

21 Part of the al lows money includes
22 \$3.7 million that was part of the last funding
23 order. So that's their total. So al lows is total
24 cash is like, I don't know, like \$9 million or
25 something like that. Like either 9 or 10 million.

1 Q. Okay.

2 A. In that range. But that was from, you
3 know, the fund from the initial -- from the approval
4 and all the other companies, the source was the
5 fund.

6 Q. Okay. When did al lows receive the
7 funding from the fund?

8 A. The 3.7 that I referred to?

9 Q. Yes.

10 A. Sometime after the order was entered from
11 the prior funding motion. I forget the exact date,
12 but it was after that order was entered.

13 Q. Do you know if there was -- if it was the
14 next day or was there some delay?

15 A. Again, I don't recall. I don't remember
16 the exact date.

17 Q. Okay. Those fundings were intended to be
18 done by way of loan agreements between the fund and
19 the portfolio companies; correct?

20 A. I just laugh because I get the funding
21 motions conflating them.

22 There were -- I believe that was through
23 the intercompany loans. This funding agreement is a
24 little different.

25 Q. Okay. With respect to amounts transferred

1 pursuant to the first funding order, did the fund
2 enter into loan agreements with the portfolio
3 companies?

4 A. And I -- Mr. Taft, I'm embarrassed that
5 I -- because I'm conflating the two motions. I
6 would have to take the representation, if we did it.
7 I just embarrassingly forget if we did it thrown the
8 loan or slew the series A agreement for those funds.
9 I'm sorry, I'm not -- a lot going on.

10 Q. Well, with respect to al lows, for
11 example, there was no open series A agreement;
12 correct?

13 A. Yeah, for al lows, nature writ and night
14 square, that for sure went through the -- a loan.

15 Q. Okay. And with respect to the other
16 portfolio companies, it may have gone -- you don't
17 recall?

18 A. I believe we went through the series A
19 agreement. I'm sorry, as I said two minutes ago, I
20 just forget.

21 Q. Okay?

22 ATTORNEY WINSTON: Let him ask his
23 question before you answer, please.

24 THE WITNESS: Yes, sir.

25 BY ATTORNEY TAFT

1 Q. Okay. Exhibit A to -- I'm sorry, do you
2 have your declaration in front of you?

3 A. I do.

4 Q. Okay. Exhibit A to your declaration, as
5 part of the second funding motion, has a printout of
6 the 26-week budget; correct?

7 A. It does.

8 Q. Okay. And if you turn to page 3 of that
9 exhibit, the first table after the assumptions page.

10 A. Okay.

11 Q. The what would be the fourth row has a --
12 states a beginning balance of \$15.5 million. Do you
13 see that?

14 A. Yes.

15 Q. And that is cash that was in place at the
16 time of the bankruptcy filing; correct?

17 A. Right.

18 Q. Do you know how much of that cash -- is
19 the cash on hand that you described at the
20 management company and the portfolio companies,
21 other than al lows and replicate, derived from that
22 \$15.5 million?

23 A. What do you mean derived?

24 Q. Is it --

25 A. The equivalent of?

1 Q. No, was that \$15.5 million that is
2 reflected as the beginning balance on your Exhibit
3 A, is that the cash that was used -- that was
4 subsequently transferred to the portfolio companies
5 and the management company pursuant to the first
6 funding order?

7 A. Yes.

8 Q. Okay. The second funding motion seeks
9 authorization to make payments of approximately \$74
10 million; is that consistent with your --

11 A. Yes.

12 Q. And approximately \$15 million of that or
13 so was covered by the first funding order; correct?

14 A. That's right.

15 Q. So the net amount that the debtors are
16 seeking approval for is approximately \$59 million in
17 this second funding motion; correct?

18 A. How do you get that?

19 Q. 74 minus 15.

20 A. I guess.

21 Q. Okay. If you could turn back to table 1
22 in the funding motion, please.

23 A. In the declaration you mean?

24 Q. Actually, in the motion.

25 A. What number is that?

1 Q. 11.

2 I just want to -- looking at table 1 on
3 paragraph 9, sorry, no.

4 Looking at table 2 on page 17. This
5 indicates that near near, night scare and al lows
6 have no unfunded approved budgets; correct?

7 A. Yes.

8 Q. Okay. And if you turn the page for
9 replicate, this states that replicate has 13 million
10 of unfunded approved budget; correct?

11 A. Yes.

12 Q. What is the -- what is that statement
13 based on, the \$13 million for replicate? If you
14 know.

15 A. The company's books and records.

16 Q. Are you aware of a agreement that sets an
17 approved budget for replicate?

18 A. My understanding is that there is one.

19 Q. Okay. Do you know if that document has
20 milestones or other conditions to funding?

21 A. I mean, all the agreements have milestones
22 and conditions to funding.

23 Q. Okay. So the fact that a amount is listed
24 as unfunded approved budget does not reflect a
25 determination that the portfolio company has a

1 present right to receive that amount; correct?

2 A. I'm sorry, say that again.

3 Q. The fact that?

4 A. Please.

5 Q. A amount is listed under the unfunded
6 approved budget column in table 2, that does not
7 reflect a determination that the fund is presently
8 obligated to pay that amount to the fund -- to the
9 portfolio companies; correct?

10 ATTORNEY WINSTON: Objection. Form.

11 A. I mean, it sounds like you're asking for a
12 legal conclusion, so I can't give that to you.

13 Q. You gave a aggregate number of about
14 \$12.2 million of cash on hand for the portfolio
15 companies other than at those, replicate and Aethon.

16 A. Right.

17 Q. Are any of those portfolio companies, EE,
18 other than al lows, replicate and Aethon, at cash
19 zero?

20 A. No.

21 Q. Have you analyzed when, based on your
22 current best estimates, a portfolio company will
23 reach cash zero?

24 A. So it varies, you know, among the
25 portfolio companies and it varies what the

1 assumptions are. You know and again, these
2 companies are -- they need the rest of the money
3 through the -- you know, the funding motion or the
4 DIP motion or any other motion that may come up to
5 fund themselves. So, you know, if that -- that
6 money is used, then they're not going to become cash
7 zero, you know, for a while.

8 If that money is not made available, then,
9 you know, other decisions have to be made for the
10 most prudent use of cash, and if there's no cash to
11 pay payroll and things like that and, you know, and
12 if they have to go and reject contracts and incur,
13 you know, a ton of liabilities in the rejection of
14 those contracts, then, you know, it's cash could
15 stay a little longer if they don't, you know,
16 operate their business in, you know, a somewhat
17 normal course. So it really depends on the
18 assumptions.

19 Q. If you assume that they operate in the
20 ordinary course, when would the first portfolio
21 companies hit cash zero absent additional funding at
22 this point?

23 A. Without the \$96 million.

24 Q. Correct?

25 A. Or a DIP? I don't remember, but it's, you

1 know, a couple of them only have -- and if there's
2 no money to be, you know, that -- the GP, right,
3 which manages the business, you know, would have to
4 make so -- would have to make some hard decisions on
5 what to do. Do the companies have to get shut down
6 because you can't go and incur liabilities if you
7 know you can't pay them, right.

8 Q. Right.

9 A. You can't have payroll, you can't have
10 benefits, you can't have office space if you know
11 you can't pay them. So it could result, without the
12 funding, it could result in a complete and immediate
13 shutdown of some of the companies.

14 So, you know, they could not get to cash
15 zero because they'd have to change their business.
16 So it's a question that I can't answer.

17 Q. You just described liabilities of the
18 portfolio companies. Do you recall testifying that
19 vendor debt at the portfolio companies totaled
20 around \$22 million at the time of the second day
21 hearing?

22 A. Based on information we had then, that
23 sounds right.

24 Q. Okay. And would those amounts be paid out
25 of the additional funding sought by the second

1 funding motion?

2 A. Those amounts wouldn't be paid because
3 they're pre petition liabilities for the none
4 debt -- for the debtors. So those amounts would not
5 be paid.

6 Q. So the amounts being requested in the
7 second funding motion would only be used to pay
8 post-petition liabilities; is that correct?

9 A. That's right, except for -- well, you
10 know, except the bonuses were, you know, earned for
11 2025, but there's a court order approving those
12 bonuses. So either post-petition liabilities or pre
13 petition liabilities pursuant to a court order.

14 Q. Okay. Do you know approximately how much
15 of the funding sought by the second funding motion
16 would be spent on external R & D expenditures?

17 A. Yeah, the number is in here. The number
18 is's in here. I could look, if you want.

19 Q. This is -- you're pointing to your second
20 declaration?

21 A. Yeah.

22 (Pause.)

23 A. \$28.6 million, approximately.

24 Q. And what page are you looking at?

25 A. It is the very last page of my

1 declaration.

2 Q. I'm sorry, what paragraph?

3 A. Page -- the very last page of my
4 declaration. The very last page of the document,
5 sorry.

6 Q. Sorry. Okay.

7 Have you done an analysis to determine the
8 impact on the value of the companies if that
9 external research and development spending was
10 entirely or partially delayed?

11 ATTORNEY WINSTON: Objection. Form.

12 A. Have I done, I'm sorry, a valuation or
13 analysis, what was the word?

14 Q. Have you done an analysis to determine the
15 impact on the value of the portfolio companies if
16 that external research and development spending was
17 delayed?

18 ATTORNEY WINSTON: Same objection.

19 A. What do you mean by analysis?

20 Q. Have you considered whether delaying that
21 research and development spending would impact the
22 value of the portfolio companies?

23 A. I've considered the effect of not running
24 the businesses. And again, you've been -- your firm
25 has been deposing the leaders of all the businesses.

1 I've relied on their business judgment that these
2 expenditures are necessary to maintain or to
3 increase the -- to maintain or -- to maintain the
4 business purpose of each company and appropriate
5 given the stage at which each company is at. That's
6 what I considered.

7 Q. Have you formed a view that all of the
8 companies that are proposed to receive funding and
9 under the second funding motion warrant additional
10 funding?

11 A. Based on the experts, the medical experts
12 that run the businesses, yes.

13 Q. Okay. And have you determined that,
14 without that additional funding, each of the
15 portfolio companies would suffer immediate and
16 irreparable harm?

17 A. Which port.

18 ATTORNEY WINSTON: Objection. Form.

19 A. Which portfolio companies?

20 Q. The portfolio companies that you propose
21 funding under the second funding order.

22 A. All ten of them. So debtors, none
23 debtors, none budgeted, budgeted.

24 Q. Correct, correct.

25 A. Okay. So, you know, it's I don't know

1 ultimately, yes. Some of the companies, as we
2 talked about a couple minutes ago, have their own
3 cash. Maybe they could survive a little longer.
4 But without -- it's the same answer as before.

5 Without funding, the companies, there's no
6 path for them.

7 Q. Some of these companies had suspended
8 their research and development activities since mid
9 2025; correct?

10 A. That's right. Or curtailed them.

11 Q. Are you aware of -- and some of them had
12 suspended them completely; correct?

13 A. That's right.

14 Q. Are you aware of any company that had
15 suspended its research and development activities
16 that has recently restarted their research and
17 development?

18 A. Well, they've all received funding, so
19 they're back, you know, they're based on the limited
20 funding they've gotten so far. You'd have to talk
21 to each of the leaders of the companies to get the
22 exact -- the exact level where they're at. But, you
23 know, business, they're operating with the
24 constraints they have by the limited money that they
25 do have.

1 Q. Some of the portfolio companies wanted
2 more money than has been proposed under the second
3 funding agreement; correct?

4 A. That's right.

5 Q. How did you determine that they should not
6 get as much funding as they wanted, but instead,
7 should get a lesser amount?

8 A. Well, they, you know, the leaders of the
9 companies understand the constraints that is being
10 operated under and, you know, they came to agreement
11 with management. You know, they all came to
12 agreement, okay, here's what we need to at least
13 keep going in a good way to try to get out of this
14 Chapter 11, you know, intact.

15 Q. Okay. And how is the ultimate amount of
16 funding to seek determined?

17 A. By.

18 ATTORNEY WINSTON: Objection to form.

19 A. So how was it?

20 Q. Sorry.

21 So you described a process by which the
22 leaders of the companies understood the constraints
23 that they're operating under and then came to an
24 agreement with management of the GP as to how to
25 allocate funding; correct?

1 A. That's right.

2 Q. Okay. And how was the constraint defined?

3 A. What do you mean how was the constraint
4 defined?

5 Q. How was it determined what the aggregate
6 amount of spending should be?

7 ATTORNEY WINSTON: Objection. Form.

8 A. Well, it was a sum of a bunch of numbers.

9 Q. Okay. So you're saying that the -- there
10 was no predetermined amount of we can spend, you
11 know, \$39.5 million on portfolio companies and then
12 have that amount allocated across the portfolio
13 companies?

14 A. I don't think it was that linear. I think
15 there was -- I mean again, you know, maybe you
16 could, you know, Dr. Harrison or some of the other
17 leaders will, you know, will view it, but my
18 understanding was, you know, we -- the amount that
19 was needed was, you know, an amount that was
20 reasonable that could keep the companies going and
21 not have irreparable harm to them. You know, there
22 may have been some thoughts on what it should be,
23 but that's really, you know, relied on, again, their
24 expertise on that this is enough.

25 Q. Okay. So it sounds like this was, from a

1 budge at the time perspective, a bottom up process
2 where amounts were determined for each portfolio
3 company and then there was an aggregate amount that
4 resulted?

5 A. Yeah, it was a -- yeah, it was a
6 consolidating process.

7 Q. Okay.

8 A. Sure.

9 Q. In connection with your -- and then you've
10 separately considered those amounts as your role as
11 CRO of the fund correct to -- and reach a judgment
12 that this funding should be approved; correct?

13 A. Again, I relied on the experts of the
14 company and what they said they could live with,
15 what they said would be necessary to maintain it.
16 That's what I relied on.

17 Q. Okay. Did you, in exercising your role as
18 CRO, assume that there were any capital constraints
19 on the fund's ability to raise capital?

20 ATTORNEY WINSTON: Objection. Vague.
21 Form.

22 A. Yeah, that's why I was.

23 Q. Okay.

24 A. I got a puzzled like on my face.

25 Q. Sure?

1 A. Before he even said that.

2 Q. Let me try again?

3 ATTORNEY WINSTON: Okay.

4 Q. We spoke earlier about the 4.2 -- sorry,
5 the \$2.425 billion contingent subscription amount
6 that the Delaware Chancery Court determined applied
7 to the Rigmora LPs correct?

8 A. Yes.

9 Q. You understand that under the LPA, the
10 fund has a limited maximum amount of capital that it
11 could call?

12 A. I do.

13 Q. And do you understand that under the LPA,
14 there were prohibition is on the general partner
15 borrowing additional capital without the consent of
16 the Rigmora LPs?

17 ATTORNEY WINSTON: Objection. Form.

18 A. I mean, it sounds like a legal theory or
19 conclusion you're coming to, so I -- in hearing your
20 question, it's confusing a little bit, but sure.

21 Q. Have you considered -- do you know one way
22 or another whether or not the LPA contains a
23 provision restricting the general partner's ability
24 to issue debt at the fund level?

25 ATTORNEY WINSTON: Objection. Form.

1 A. I believe there is some type of -- there
2 are restrictions, but I don't recall them all
3 specifically.

4 Q. Okay. Are you familiar with the concept
5 of a closed end venture capital fund?

6 A. I am.

7 Q. Okay. How -- what is your understanding
8 of what a closed end venture capital fund is?

9 A. That there's a -- there's a limit in time
10 and money.

11 Q. Okay. And with respect to the limit in
12 money, is that limitation relevant to making funding
13 decisions and investment decisions?

14 ATTORNEY WINSTON: Are you asking about
15 sort of?

16 ATTORNEY TAFT: Generally.

17 ATTORNEY WINSTON: Generally, okay.

18 A. Yeah, I mean, you can only fund with the
19 dough that you have, with the money that you have,
20 right. So, I mean, in the real world, that's, you
21 know, not a, you know, an Ivory tower, you know,
22 conceptual, you know, litigation. You have to --
23 you have to work with the constraints that you have.

24 Q. Okay.

25 A. And so when you work with the constraints

1 you have, you may being the, you know, the
2 management of the company, the experts of the
3 medical experts, make the right -- in this case,
4 make the right decision on how to keep this going.
5 There's a time limit. You know, with, you know, how
6 long this could go and to try to get to the right
7 answer.

8 Q. And do you believe or just were the
9 funding decisions underlying the second funding
10 motion made in consideration of the fact that the
11 fund is a closed end venture capital fund?

12 ATTORNEY WINSTON: Objection. Form.

13 A. I mean, I think it was made saying, you
14 know, knowing that knowing there's that \$97 million
15 judgment out there that, you know, there's the hope
16 it was going to get made. There was the fear that
17 there would be an objection to the use of the fund,
18 which came true. With the funds, which it came
19 true. And so, therefore, you know, we, again, it's
20 the same -- I'm not changing my answer. It's
21 consistent with what I said before. I mean, the
22 people who, you know, run the companies, going to
23 spend the money in a prudent way with the
24 constraints that they have.

25 Q. Some of these funds -- some of these

1 companies will require additional funding in order
2 to reach value inflection points; correct?

3 A. Or reach, you know, the next stage,
4 whatever, you know, value inflection points. I
5 would just say to continue their business purpose,
6 yes.

7 Q. Okay. And do you know if that additional
8 funding would be available within the exist ing
9 LPA's capital structure?

10 A. Yes.

11 Q. Do you believe that the additional funding
12 necessary for portfolio companies to reach either
13 the next value inflection point or the next phase of
14 their business is -- can be achieved within the
15 existing limitations on the fund's ability to call
16 capital?

17 A. It's a confusing question, so but I think
18 I can answer no, it cannot be achieved.

19 Q. Okay.

20 A. If that's what you meant.

21 Q. Okay. And that is because, for each of
22 the portfolio companies to reach their next value
23 inflection point, would require hundreds of millions
24 of dollars of additional capital; right?

25 A. Well, I would dispute value inflection

1 point. I would say next stage, next, you know, next
2 decision point. So maybe that's what you mean the
3 by value inflections point, but sure, yes, they
4 would need several hundred more million dollars.

5 Q. Okay. So a decision was -- and I think we
6 previously determined that, based on the capital
7 subscription agreements, from the GP's perspective,
8 there's, at most, about \$20 million of additional
9 capital to call under the LPA?

10 A. Yeah, I thought it was like 28, but maybe
11 20 is right. But whatever, it's limited.

12 Q. Okay.

13 A. It's certainly less than amount needed.

14 Q. Okay. Was that constraint taken into
15 account when the decision was made to fund or seek
16 funding for all of the portfolio companies?

17 ATTORNEY WINSTON: Objection to form.

18 A. Could you repeat that?

19 Q. Yeah. Was that funding constraint taken
20 into account in connection with the decision to seek
21 funding for all of the portfolio companies?

22 A. Well, it's a -- I don't know. I don't --
23 like, in a vacuum, I can't answer that question. I
24 mean, we're dealing with the next six -- well, back
25 in January, we were dealing with the next six

1 months, give or take, right, to the end of July,
2 from January 20th. And so that's, you know, again
3 in phases. That's step one to get, to keep the
4 companies alive in order to then -- yes, absolutely,
5 it was, I guess, I don't want to say absolutely.

6 I guess it was -- it was considered
7 because there was only call it another 20 or
8 whatever, \$208 million left, so we need to find more
9 than the 20 or \$28 million left. But, you know,
10 rather than, you know, rather than just shut the
11 companies down now, because there's, again,
12 according to the medical experts who run the
13 companies, they're all worth going, it was worth
14 the -- it was the intent is to then try to go find
15 new capital to be able to fund that \$300 million,
16 since your guys don't have to.

17 Q. And that capital cannot be raised under
18 the current LPA; correct?

19 ATTORNEY WINSTON: Objection to form.

20 Q. Without the consent of the Rigmora LPs;
21 correct?

22 ATTORNEY WINSTON: Same objection.

23 A. Yeah, I mean, I think that's a legal
24 conclusion. I mean, it's a legal conclusion, so I
25 can't answer that.

1 Q. Okay. This funding motions premised on
2 the availability of capital over and above what is
3 contemplated by the LPA; correct?

4 A. This funding motions put together on
5 what's needed for the next six months. And to get
6 it to the next step. So to continue mission these
7 companies, you know, it could be -- there could be a
8 bunch of other things that happened.

9 If you were successful with the Cayman,
10 you know, Cayman liquidation or wind down I think
11 you called it, then, you know, if there's no capital
12 to deep funding the companies, then the companies
13 have to be wound down or sold; right? So then -- so
14 there's no -- there's no money from your guys,
15 presumably, to keep funding the other 2 or \$300
16 million. So we're doing the best thing for the U.S.
17 companies and the fund to maximize the value so then
18 the owners of the fund could, you know, enjoy that
19 or not enjoy it. The profits in order to keep the
20 companies going. That's what -- it's really that
21 simple.

22 Q. But, again, your determination that the
23 proposed funding in the second funding motion is the
24 best thing for the fund is premised on the
25 availability of hundreds of millions of dollars of

1 additional capital?

2 A. That's not what I said.

3 Q. Did you analyze whether a different
4 funding strategy would be optimal for the fund if it
5 were operating within the constraints of the capital
6 available under the LPA?

7 ATTORNEY WINSTON: Objection to form.

8 A. Yeah, I don't follow.

9 Q. Okay.

10 A. Sorry.

11 Q. Did you analyze a scenario where, for
12 example, instead of hundreds of millions of dollars
13 of additional capital, only \$20 million of
14 additional capital would be available for the
15 portfolio companies?

16 A. Well, if -- if they need hundreds of
17 millions and there's only 20 million available, then
18 that's not enough; right? So yeah, considered it
19 and, you know, \$20 million is less than a couple
20 hundred million.

21 Q. Well, did you consider reallocating or
22 concentrating the funding in fewer portfolio
23 companies?

24 A. I relied on the medical experts that run
25 the does that thought it was the best thing for the

1 portfolio as a whole rather than one or two.

2 Q. Okay. You understand that the Court is
3 considering a motion to dismiss and a motion to --
4 for partial relief from the automatic stay?

5 A. I am.

6 Q. Okay. And you understand that the relief
7 granted that may be granted by the Court with
8 respect to those motions could have consequences for
9 the fund and the GP?

10 A. Yes.

11 Q. Do you see any benefit to making decisions
12 about the future funding of the portfolio companies
13 in light of the Court's ruling?

14 ATTORNEY WINSTON: Objection.

15 A. Yeah, .

16 ATTORNEY WINSTON: Form.

17 A. What do you mean by that? Sorry.

18 Q. Would it be helpful if you knew how the
19 Court was going to rule on those decision -- on
20 those motions, do you believe it would have any
21 impact on your judgment as to the funding being
22 proposed in the second funding motion?

23 A. Rule in whose favor?

24 Q. Rule in either parties' favor.

25 A. Well, great.

1 Again, we're doing the right thing for the
2 company, what we think the right thing to maintain
3 the value of the company, and, you know, also to
4 maintain jobs and all that other stuff and, you
5 know, to limit liabilities based on, you know, if
6 the companies had to shut down or Yee correction
7 damages right because those part -- those are
8 stakeholders to these companies as well, right. And
9 so we're making the best decision, you know, from a
10 business standpoint. Right? You know, and it's,
11 you know, frankly why I've been, you know, begging
12 to have a discussion with Rigmora business people,
13 which first one just happened the other day, and you
14 know it was just introductory and, you know, polite,
15 to say what is the, you know, tell us your best --
16 tell us your view of the companies. Tell us, you
17 know, what you think.

18 The only evidence I have of what they
19 think is by the, you know, what I'll call the --
20 what Mr. Levinson, your partner, referred to as a
21 DIP proposal, in air quotes, where it seems that
22 Rigmora does think those companies should be funded
23 as well. At least for six weeks, right, based on
24 that, assuming that's a, you know, a valid document.

25 So again we're doing the right thing.

1 The, you know, the legal -- the legal climate that
2 we're in in this case, all it does is spend
3 professional fee dollars that, you know, is
4 whatever, but that's what the parties want to do,
5 it's their rights.

6 So, you know, I'm trying to do the best
7 thing for these companies and that's what my
8 decisions based on, the legal, you know, what
9 happens with the legal consequences is what we have
10 to live with. And then things could change based on
11 those consequences.

12 Q. When making your decisions, do you seek to
13 in corporate all available relevant information?

14 A. Yes.

15 Q. Is the Court's ruling on the motion to
16 dismiss potentially relevant information?

17 ATTORNEY WINSTON: To what? I'm sorry,
18 objection. Form.

19 Q. Would the Court's ruling on the motion to
20 dismiss potentially be relevant information for
21 making decisions about funding structure and whether
22 to entertain the Oaktree DIP?

23 A. Well, you gotta -- that was a different
24 question than you asked the first time so I'm not
25 sure what I'm supposed to answer.

1 Q. Are you going to answer the second
2 question?

3 A. Well, but could you repeat it, because I
4 don't follow it.

5 Q. The debtors have proposed a DIP facility
6 from Oaktree as an alternative to their funding
7 motion; correct?

8 A. Yes. No, well, as a back up to the
9 funding motion.

10 Q. As a back up.

11 And my question is would the Court's
12 ruling, would it -- would the Court's ruling on the
13 motion to dismiss be relevant information to you in
14 making a recommendation as to whether or not to
15 enter into a DIP with Oaktree?

16 A. Well, our recommendation and, you know,
17 our preference is to use the \$97 million that's, you
18 know, from the Chancery Court decision that the
19 Chancery Court ordered, you know, that Rigmora pay
20 the company so the company could use it. That's
21 what we want to do. We had to have a back up in
22 case that was unsuccessful.

23 So that's why the Oaktree DIP was put in
24 place. And it also, there's also other benefits,
25 because it provides a potential path to funding.

1 So, you know, of coming out of the Chapter 11, it
2 provides, you know, a path to Rigmora to get what
3 their assets or to get paid and, you know, provides
4 a lot of good solutions, in my opinion.

5 But again, that's just a back up. We --
6 we want to use the \$97 million and then get to the
7 next step.

8 Q. You referred to the potential path to exit
9 funding; correct?

10 A. Yes.

11 Q. That is just a potential, there's no
12 certainty as to the availability or terms of exit
13 funding at this time; correct?

14 A. It is -- that's right. It's a path, but,
15 you know with an institution, you know, that
16 manages, you know, hundreds of billions of assets,
17 for them to put the time in, it's, you know, it
18 gives some credence to the debtor's business plan.

19 Q. As a general matter, where the
20 availability of future capital is uncertain, does it
21 make sense to conserve resources?

22 A. That's what's been happening.

23 Q. Okay. And that's been happening at some
24 of these portfolio companies for more than six
25 months; correct?

1 A. Yes.

2 Q. Okay. And one possible approach would be
3 to continue conserving capital by limiting spending
4 at the same level for those companies as had been
5 true for the past six months; correct?

6 A. We want to get to -- I don't know. I
7 don't know if that's right., you know, it's time to
8 move on. It's time to, you know, let these
9 companies do what they're supposed to do. You know,
10 at some company, you know, the clinical stage
11 companies there's people depending on, you know, on
12 treatments. So it's important. And, you know
13 frankly, if I think the hearing is a week after, the
14 25th, on the dismissal motion, and, you know, if the
15 funding motion gets approved, the DIP gets approved,
16 and then, you know, the funding -- the dismissal is
17 granted, then I guess, you know, we Delaware with it
18 then and not a lot of that \$96 million may have been
19 spent. But it's important to keep it going. It's
20 important to, you know, from a -- from a real
21 business perspective and, you know, in the a
22 litigation, you know, you know, multi level chess
23 game, you know, to do the right thing for the
24 companies.

25 ATTORNEY TAFT: Could we take a quick

1 break?

2 ATTORNEY WINSTON: Sure.

3 THE VIDEOGRAPHER: The time is 4:24 p.m.
4 We're going off the record.

5 (recess.)

6 THE VIDEOGRAPHER: The time is 4:34 p.m.
7 We are going back on the record.

8 BY ATTORNEY TAFT

9 Q. Okay. Mr. Mandarino, you're aware that,
10 at the time you were appointed CRO, certain of the
11 portfolio companies had, effectively, been shut
12 down; correct?

13 ATTORNEY WINSTON: Objection. Form.

14 A. I mean, I don't know what you mean by
15 effectively shut down.

16 Q. Certain of the portfolio companies were
17 spending a minimal amount necessary to preserve
18 their IP, but had no active operations.

19 A. I think that's fair.

20 Q. Okay. Did you familiarize yourself with
21 the ongoing costs of maintaining the companies in
22 that state?

23 A. We saw -- well, the reason -- we saw what
24 they were spending for sure. Right? Because we
25 looked at actual results. But, you know, they were

1 forced to do that. Right? They were forced to,
2 because they didn't have the dough, they didn't have
3 the money, and now that there's, you know, an
4 opportunity to have the money, they want to get back
5 to normal operations and it's really important.

6 Q. But you did -- you did know what the
7 actual spending levels were because you could see
8 what they had been over the course of several
9 months; correct?

10 A. Generally, yes.

11 Q. Okay. Did you make any effort to
12 determine what funding would be required in order to
13 maintain the preclinical companies at that level
14 where they were maintaining their IP, but are not
15 otherwise actively operating?

16 A. No.

17 Q. Okay. Why not?

18 A. Because it didn't make sense.

19 Q. Were you ever asked to make that
20 determination?

21 A. I never -- I don't know if I was asked. I
22 never considered it because, again, I relied on the
23 company's management and what they needed to do.
24 Again, they were forced. They were forced to do
25 that. Now that they have the opportunity to have

1 the money and to fund, that is the right thing to
2 do. There's \$97 million sitting there that's their
3 money. Right, that a Delaware Chancery Court said
4 fund, it's your money.

5 Q. Okay. So you didn't make that
6 determination because you were convinced by
7 management that, strategically, that would be the
8 wrong path?

9 A. No.

10 Q. You said you relied on company's
11 management that that's what they needed to do.

12 You're referring to -- what did you mean
13 by that?

14 A. And your question said was I convinced by
15 management. I came to a determination based on the
16 medical experts and the management teams of these
17 companies to -- that that was the right thing to do.
18 That is, when you use the word convince, that's, you
19 know, that makes it -- that's just the wrong word.

20 Q. Okay. And that's why -- and at no point
21 did you make an effort to determine what these
22 funding levels would be if the companies that
23 were -- were solely spending money to maintain their
24 IP?

25 A. My answer hasn't changed from two minutes

1 ago. No.

2 Q. Okay.

3 ATTORNEY TAFT: Marking Mandarin 22.

4 Mark mark.

5 A. Thank you.

6 Q. This is your debtor supplemental responses
7 and objections to the first set of requests for
8 production and interrogatories.

9 Mr. Mandarin, are you familiar with this
10 document?

11 A. I am.

12 Q. I'd like you to turn to the last page of
13 this document. There's a verification. Did you
14 verify these responses on the 9th of February?

15 A. I did.

16 Q. Okay. And if you turn to page 13, you'll
17 see interrogatory number 5, which reads identify the
18 amount of additional expenditure through July 31st,
19 2026, needed to preserve each portfolio companies's
20 existing intellectual property and data.

21 Do you see that?

22 A. I do.

23 Q. Okay. And there are various objection is
24 to that interrogatory.

25 And then on the next page, a one sentence

1 response. Do you see that?

2 A. Yes.

3 Q. That states the debtors are unable to
4 isolate and estimate without undue speculation the
5 additional expenditure necessary to solely preserve
6 each company's existing intellectual property and
7 data.

8 Do you see that?

9 A. Right.

10 Q. Is that an accurate response?

11 A. Yes, and I believe consistent with what my
12 answer was before.

13 Q. Okay. And why is it that you were unable
14 to isolate and estimate the amount of the additional
15 expenditure necessary to solely preserve each
16 company's existing intellectual property and data?

17 ATTORNEY WINSTON: Objection. Form.

18 A. All right. So it was done back from may
19 when they -- when there was no more funding
20 provided, and but there was a view that there could
21 be funding provided, which ultimately they were
22 right, because they won that litigation, right?
23 With respect to the \$97 million. So there was a
24 path to preserve it.

25 Now, without -- without the -- again,

1 entirely consistent with what I just said, without
2 the use of the \$97 million or the DIP, then it --
3 things really change, because there is no hope for
4 anymore funding and so it's a much more speculative
5 and much more detailed analysis on basically how to
6 shut the companies down.

7 Q. With respect to some of these portfolio
8 companies, you could have referred just back to the
9 recent history where they were not operating, but
10 just preserving their IP; correct?

11 A. No.

12 ATTORNEY WINSTON: Objection. Form.

13 Q. Why would that not have been a none
14 speculative basis for estimating the costs of
15 preserving the IP?

16 ATTORNEY WINSTON: Objection. Form.

17 A. For the same reason that I just said,
18 because back when they were, again, I'm using the --
19 when they were -- when that happened, what you just
20 described how they were, you know -- they were, you
21 know, in the drip feeding mode, I think, has been
22 used before by others, there was a path that --
23 there was a path and a hope for new money to come
24 into then restart them.

25 Now, without the hope and money to come

1 into restart them, it's a much different analysis.

2 Q. Okay. Interrogatory number 5 doesn't
3 require you to presume that no money will ever
4 become available; right?

5 ATTORNEY WINSTON: Objection. Form.

6 A. That is exactly why it says without undue
7 speculation. That is exactly why the interrogatory
8 was answered that way, because it doesn't. The
9 interrogatory maybe was, you know, poorly written, I
10 don't know, poorly asked, because without undue
11 speculation, like okay, we're going to have dough or
12 not, and, you know, is so with the speculation may
13 be well we're in the going to have money to fund it
14 or, you know, and so it's hard to, you know, it's --
15 there's so much variables it's, you know, garbage
16 in, garbage out analysis.

17 Q. Did you ask any of the managers of the
18 portfolio companies how much funding would be
19 required merely to preserve the IP and data that
20 they have?

21 ATTORNEY WINSTON: Objection. Form.

22 Q. At this point?

23 A. No.

24 Q. Okay. I've got a few questions about
25 value inflection points. If you could turn to the

1 second funding motion, which I believe is Mandarin
2 Exhibit 11.

3 And paragraph 4 of that document on page 3
4 states that many of the portfolio companies's
5 programs have or are about to achieve value
6 inflection points ranging from clinical trial data
7 hurdles to preclinical go, no go decision points,
8 all within the next 6 to 24 months. Do you see
9 that?

10 A. I do.

11 Q. What is a value inflection point as used
12 here?

13 A. It could be a variety of things, which I
14 would really defer the best answers to the, you
15 know, to the 30(b)(6) witnesses you're deposing. So
16 I'd really defer to them, but it is, you know,
17 successful results and their testing, I would just
18 generally call it that.

19 Q. Okay. With respect to Apertor, do you
20 know what the next value inflection point is?

21 A. I would -- I would defer you to the leader
22 of Apertor, which I think is Spiros.

23 Q. Okay. If you have Mandarin 22 in front
24 of you, which is the interrogatory response, if you
25 turn to -- interrogatory 1?

1 ATTORNEY WINSTON: I'm sorry can
2 interrogatory 1.

3 ATTORNEY TAFT: Yup.

4 ATTORNEY WINSTON: Okay.

5 BY ATTORNEY TAFT

6 Q. It states that -- interrogatory 1 seeks --
7 states identify the next value inflection point for
8 each portfolio companies as described in paragraph
9 4. The second funding motion and the time period in
10 which each portfolio company is expected to reach
11 that value inflection point.

12 And then you state that the response
13 states that the second funding motion already
14 discloses the various value inflection and go, no go
15 decision points, along with the applicable dates,
16 and it references pages in the second funding
17 motion.

18 Do you see that?

19 A. Yes.

20 Q. In exhibit 12, the funding motion, can you
21 point me to where it discloses Apertor's next value
22 inflection point?

23 ATTORNEY WINSTON: I think you mean
24 Exhibit 11.

25 ATTORNEY TAFT: I'm sorry. Is that the

1 funding motion?

2 ATTORNEY WINSTON: Yup.

3 ATTORNEY TAFT: Yup, Exhibit 11.

4 A. So if you look at page 10 for Apertor,
5 it's listed here. It's what's listed in table 1 is
6 exactly what's listed on page 10.

7 Q. Uh-huh.

8 A. So that's it. But any detail on that,
9 again, you need to -- you need to go through with
10 each -- with each of the clinicians, which is what I
11 thought you were asking me, because if you're just
12 asking me what the next value inflection points
13 were, I answered already.

14 Q. I'm sorry, if you're just asking me what
15 the next -- you answered already. The next value in
16 neck shin point is -- what is the next value
17 inflection point for Apertor?

18 A. Again, you should ask, I think it's
19 Spiros. I would view the second paragraph on page
20 10 for Apertor is the next value -- again, I'm not
21 going to answer that. You would have to ask -- you
22 would have to ask the clinician for Apertor.

23 Q. Okay.

24 A. To give you the best answer.

25 Q. This is the -- this is the substance of

1 the answer that you verified in response to these
2 interrogatories; correct?

3 A. Yes.

4 Q. Okay. And do you have an estimate of how
5 much funding it will take to reach an IND
6 application for 4E BP 1?

7 A. Right now, no.

8 Q. Okay. With respect to Ever Crisp, can you
9 point me to the next value inflection point in -- as
10 disclosed in the funding app -- funding motion?

11 A. Sure. It's -- I would -- I, again, you
12 should -- I'm going to give it from -- I'm going to
13 read from this as a layperson. Any detail, you
14 should ask the clinician, and it's the last sentence
15 of the -- Ever Crisp you said right?

16 Q. Uh-huh?

17 A. It's the last sent end of second paragraph
18 the only steps that remains to be demonstrated the
19 avoid instant of the degradation of the G net and
20 construct.

21 Q. Okay. And is there any estimate disclosed
22 here as to the amount of funding that would be
23 required to reach that value inflection point?

24 A. There is not.

25 Q. Okay. Is there any assessment here as to

1 the likelihood of reaching that value inflection
2 point?

3 A. You'd have to ask -- in this, no.

4 Q. Okay. With respect to initial, can you
5 identify the next value inflection point?

6 A. What is written here, and again, with more
7 detail, you could ask a clinician. To reach a
8 clinical go/no-go decision on prostate cancer project
9 potentially in 2028. That's the dolly, I'm sorry,
10 I'm not answering the right question.

11 I could only read what's here to reach a
12 clinical go, no go decision on the projects indicate
13 cancer re so much project potentially in 2028. So I
14 think that's your answer, that's the next value
15 inflection point.

16 Q. Okay. With respect to marlin spike, is
17 the next value inflection point the nomination of a
18 lead development candidate?

19 A. Again, subject to the clinician giving you
20 more detail, yes.

21 Q. Okay. And is there any information given
22 here about the additional expenditures that would be
23 necessary to reach that point?

24 A. No.

25 Q. Okay. With respect to neared, what is the

1 next value inflection point?

2 A. I would view, again, subject to the
3 clinician, explaining it more, the last, you know,
4 the, I guess where it says it's really the whole
5 second paragraph. You know, the oncology drug
6 candidate, the NYC could he protein eliminate or,
7 and the interdicting target work, doing their work
8 there.

9 Q. Okay. And are any amounts indicated here
10 as to the additional budget that would be required
11 to hit any of those value inflection points?

12 A. No.

13 Q. Okay. With respect to nine square, what
14 is the next value inflection point identified?

15 A. It's the, I would say, the last paragraph,
16 the talked about their substantial scientific
17 progress. Brought forward with two drug candidates,
18 nominees, and the work on the molecules. But again,
19 more detail with the clinician.

20 Q. So that one is just -- does it identify
21 what more work needs to be done or what they're
22 trying to achieve?

23 A. They're trying to achieve the two drug
24 candidate nominees and the molecules to, again,
25 that, again, that would work against two well known

1 historically difficult to drug disease targets
2 called Parkin, PARKIN, and TRMPML dash 1.

3 Q. Okay. And does this indicate the amount
4 of additional expenditure that is needed to achieve
5 either of those value inflection points?

6 A. No.

7 Q. Does this indicate the likelihood of being
8 able to achieve either of those value inflection
9 points?

10 A. It does not.

11 Q. Okay. With respect to Red Queen, does
12 this summary indicate the amount of additional
13 spending needed to achieve any value inflection
14 points?

15 A. No.

16 Q. And does it indicate the likelihood of
17 achieving any of those value inflection points?

18 A. No.

19 Q. With respect to Aethon, it says that
20 Aethon is poised to deliver several development
21 candidates in its own programs in 26 and 27. Do you
22 see that?

23 A. Yes.

24 Q. Does it indicate how much additional
25 funding is going to be required for that to reach

1 those value inflection points?

2 A. No.

3 Q. Does it indicate the likelihood of
4 achieving those value inflection points?

5 A. No.

6 Q. Is it your understanding that the delivery
7 of those development candidates are the next
8 relevant value inflection points?

9 ATTORNEY WINSTON: Objection. Form.

10 A. I mean, again, I would defer the clinician
11 on it. I mean, the words here are self-evident.
12 They say what they say.

13 Q. Okay. You mentioned that some of the
14 companies have started spending money that was
15 authorized under the first funding order on research
16 and development programs; is that correct?

17 A. I believe that's what I said.

18 Q. Okay. Do you have any expectation as
19 to --

20 ATTORNEY TAFT: Let me strike that
21 question.

22 BY ATTORNEY TAFT

23 Q. Are you in a position to assess whether or
24 not that spending has allowed those companies to
25 advance towards the next value inflection point?

1 A. Well, if they are spending money on
2 research, sure, it's, you know, again, I defer to
3 the clinicians. But, you know, if they're spending
4 money on research and development, that's moving
5 forward and running the company.

6 Q. Okay. So in your view, progress is
7 measured by dollars spent and not the scientific
8 results obtained?

9 ATTORNEY WINSTON: Objection. Form.

10 A. You can't -- you can't achieve scientific
11 results without spending dollars.

12 Q. Okay. Are you familiar with any efforts
13 by Dr. Harrison to market interests in the fund's
14 assets?

15 A. What do you mean by market interest?

16 Q. Are you familiar with any efforts by Dr.
17 Harrison to attract investors to invest additional
18 capital in either the fund or any fund assets?

19 A. Well, we obviously have the Oaktree term
20 sheet.

21 Q. Uh-huh.

22 A. You may view that as that. He was
23 involved in discussions with Oaktree. And you would
24 have to ask him specifically if he's spoken to
25 others. I believe he may have. I don't know any

1 specifics.

2 Q. Have you -- other than with Oaktree, have
3 you been involved in the other discussions with
4 potential DIP lenders?

5 A. Yes I've been -- I've led all those
6 discussions. My team and I, yes.

7 Q. Okay. Apart from those DIP lender
8 discussions, are you aware of whether or not Dr.
9 Harrison is engaging in other discussions with
10 potential investors?

11 A. You'd have to ask Dr. Harrison. I believe
12 he may have had discussions. I don't know. I think
13 you just asked me that. If that's a different
14 question, it's the same answer.

15 Q. Okay. Have you reviewed versions of a
16 portfolio lift out deck? Do you know what I'm
17 referring to?

18 A. There are a bunch of decks that I looked
19 at. If you want to hoe it to me, if you have it,
20 you can. I just -- I'm not sure.

21 Q. Sure.

22 A. What you're referring to.

23 ATTORNEY TAFT: Tab 47, please. Mark
24 mark.

25 BY ATTORNEY TAFT

1 Q. I mark as Mandarin 23.

2 ATTORNEY TAFT: Here you go.

3 ATTORNEY WINSTON: Thank you.

4 Q. A copy of a document with Bates
5 ATPBK48839.

6 Mr. Mandarin, have you reviewed this
7 document before?

8 A. I think so. I mean, there was a deck that
9 looks a lot like this that I've seen. I don't know
10 if it's the same one.

11 Q. Okay. Do you have an understanding as to
12 why this deck was generated?

13 A. Nope.

14 Q. Okay. Did you or B. Riley have any input
15 into this deck?

16 A. No.

17 Q. Do you know whether Dr. Harrison is still
18 using this deck or a version of this deck in
19 presentations to potential investors?

20 A. I don't know if we've -- oak tree has seen
21 something like this. Other than that, I wouldn't --
22 I mean, they may have. Other than that, I don't
23 know.

24 Q. Okay.

25 A. By the way, I need to amend an answer in

1 terms of other potential investors with Dr.
2 Harrison.

3 I don't think -- I don't recall if he was
4 on the phone, but there was one other large fund,
5 you know, maybe not as big, but similar to Oaktree,
6 that we had discussions with about, you know,
7 providing exit financing, and they came back to us
8 and they said they couldn't, because they didn't
9 think they could -- they could pass their KYC
10 requirements. I don't recall if Dr. Harrison was on
11 that call or not.

12 Q. What question was that in connection with?

13 A. With respect to do I -- was aware if Dr.
14 Harrison had any discussions with anyone else to
15 provide capital or something like that.

16 Q. What company was that?

17 A. Fair lawn capital.

18 Q. Fair lawn?

19 ATTORNEY WINSTON: We should probably mark
20 that highly confidential.

21 THE WITNESS: Yes.

22 ATTORNEY WINSTON: Okay. Now that I've
23 heard the answer, we should mark that question,
24 that answer, highly confidential.

25 ATTORNEY TAFT: Okay.

1 BY ATTORNEY TAFT

2 Q. And do you have any recollection of the --
3 did fair lawn capital's representatives provide any
4 details about the nature of the KYC issues?

5 A. No.

6 Q. Do you recall specifically how they
7 expressed that -- that concern?

8 A. It was in an email. And I -- and I don't
9 remember if it was -- fit actually said KYC issues
10 or if it said, again, not being pejorative towards a
11 whole country or people from it, but it said the
12 ration a factor.

13 Q. And?

14 A. That was their words, not mine. I don't
15 recall the specific email. I don't recall the
16 specific words in the email.

17 Q. Okay. Do you know if Russia factor were
18 two words in the email?

19 A. I do not.

20 Q. Okay.

21 A. I would imagine because I don't think
22 there's one word called Russia factor. Or Russia
23 issue or Russia something. Again, I am not being
24 pejorative to Dr. Rybolovlev or anyone else. It's
25 their words, not mine.

1 Q. Do you know if that email has been
2 produced in connection with this case?

3 A. I believe it has.

4 Q. Okay. Have any of the other DIP,
5 potential DIP lenders that you've discussed with
6 made any commentary about Dr. Rybolovlev's national
7 or gin?

8 A. I don't believe so. I mean, you know, if
9 we went out to, I think, 22 potential lenders. Only
10 11 were interested in signing NDAs. Not all of them
11 gave reasons as to why they didn't want to go
12 forward. So I don't know.

13 Q. Okay.

14 A. But I don't remember anyone else
15 specifically.

16 Q. Okay. Do you know whether Dr. Harrison
17 has received any expressions of interest based on
18 this deck or --

19 A. I don't know.

20 Q. Okay. Have you had any discussions with
21 anyone else at ATP regarding marketing potential
22 or -- sorry. Regarding marketing interests in the
23 fund?

24 A. No.

25 Q. You've spoken with a Dr. Paul did I Sylvia

1 jar DNA in connection with your role as CRO;
2 correct?

3 A. Yes.

4 Q. Have you had any discussions with him
5 regarding efforts to attract investors to the fund?

6 A. No.

7 Q. Have you had any discussions with Spiros
8 here rows regarding efforts to find new investors
9 for the fund?

10 A. No, and you asked me a question if I had
11 any discussions with anyone from ATP. So, in my --
12 in that answer, I included -- in my answer to you I
13 included all the people at ATP, including Spiros and
14 Paul.

15 Q. Okay. Do you know if Dr. Harrison has
16 been seeking investors to purchase or invest in
17 individual portfolio companies?

18 A. I don't know.

19 Q. Okay.

20 A. All right let me say something about
21 the -- you know, the other question about people,
22 you know, if quote unquote investing in ATP.

23 Some of those individuals, Paul and
24 Spiros, did attend, you know, diligence sessions
25 with Oaktree. Just in terms of pure, you know,

1 disclosure. So I don't know if that's considered
2 that, but that's -- that would be limited to that.

3 Q. Okay. But just to close it out, you don't
4 recall any discussions with any ATP employees
5 regarding efforts to attract investment to the fund
6 apart from these DIP lender discussions; correct?

7 A. Yes.

8 Q. With respect to investment in individual
9 portfolio companies or the sale of individual
10 portfolio companies, have you had any discussions
11 with Dr. Harrison regarding the sale of portfolio or
12 investment in specific portfolio?

13 A. Okay, so let me give you two answers. No
14 and no.

15 Q. Okay. And, to your knowledge, is Dr.
16 Harrison seeking to sell individual portfolio
17 companies?

18 A. You would need to ask Dr. Harrison.

19 Q. You have no knowledge?

20 A. I -- I don't.

21 Q. Okay.

22 A. I don't believe so. I don't believe he
23 is, but I don't know for sure. You have to ask him
24 for sure.

25 Q. Have you made any inquiries about efforts

1 prior to the bankruptcy to attract investment into
2 individual portfolio companies?

3 A. Yes.

4 Q. Okay. Can you describe those inquiries?

5 A. Yeah. I will describe to me, you know,
6 for example, you know, how an investment was made in
7 Red Queen by noble nodder dis, I think is Red Queen,
8 you know, and how, you know, there's the funding. I
9 think it's for the -- for the RSV company by, you
10 know, South American company, you know, by the
11 Michael J fox foundation for the Parkinson's
12 company. So, you know, there were discussions like
13 that.

14 If that's what you mean by attracting
15 investment, yes.

16 Q. So those would both be sort of within the
17 realm of attracting investment.

18 Do you recall any other discussions
19 concerning investment -- efforts prior to bankruptcy
20 to attract investment to portfolio companies?

21 A. Yes.

22 Q. Okay. What do you recall?

23 A. I recall -- and again, I don't remember
24 the specifics, but I do recall they were certain the
25 portfolio companies were in discussion was, you

1 know, certain entities, you know, could have been
2 some big farm a, it could have been, you know,
3 mostly big farm a, if I believe.

4 There was one -- there was one company
5 whereby, again -- and I don't remember the company
6 and I don't remember the counterparty, but, you
7 know, they had some -- they had some issue with
8 related to, again, the KYC issues, I'll define this
9 broadly, and again I don't recall all the specifics,
10 but there were one or two or maybe three like that.
11 You know, there were certain -- if I recall
12 correctly, there were certain other, you know, well
13 healed farm as that were, you know, worried about
14 putting in money when there was, you know, in the
15 2025 timeframe when there was no funding from the
16 LP.

17 So there were, yeah, there were for sure
18 discussions like that.

19 Q. Do you recall any -- hearing about any
20 potential investors who declined to invest because
21 the portfolio companies were at too early a stage of
22 development?

23 A. I don't remember.

24 Q. Okay.

25 A. And there may have been some business

1 issues, but I just don't specifically recall.

2 Q. Do you consider third party interests to
3 be a relevant indicator of value for a company?

4 A. I'm sorry, did you say relevant or
5 irrelevant?

6 Q. Relevant.

7 A. Okay. I mean, I guess I would have to
8 really understand what you mean by value, but do you
9 mean that the company could be successful, and if
10 the company being successful means value, sure.
11 That's very relevant.

12 Q. Okay. And would you agree that a lack of
13 third party interest in investing in a company is a
14 indicator of an absence of value?

15 ATTORNEY WINSTON: Objection. Form.

16 A. Not necessarily.

17 Q. But it's not a good signal; correct?

18 ATTORNEY WINSTON: Objection. Form.

19 A. I don't know.

20 Q. Since being appointed for CRO of the fund,
21 have you engaged in any analysis of whether
22 portfolio companies could be sold?

23 A. What do you mean by analysis?

24 Q. Have you developed any plans or scenarios
25 in which the fund sells its interests in portfolio

1 companies?

2 A. No, not yet.

3 Q. Okay. And just to be clear, that would
4 be -- my question was intended to capture both sale
5 through an auction or sale through a negotiated
6 transaction.

7 A. Well, I mean, you could consider the
8 Oaktree, if you want to consider the Oaktree, you
9 know, plan as sale. I don't know I would, but if
10 you want to consider it, maybe that. I don't know.

11 Q. And have you formed any view as to whether
12 or not there are potential buyers for any of the
13 debtor portfolio companies?

14 A. I have not.

15 Q. Okay. Do you know if anyone at ATP has
16 done an analysis of whether there are potential
17 buyers for any of the individual debtor portfolio
18 companies?

19 A. I don't know.

20 Q. Okay. Have you ever seen a list of
21 potential buyers for individual debtor portfolio
22 companies?

23 A. I don't believe so.

24 Q. Could you turn back to -- I believe it's
25 Exhibit 11, the funding motion.

1 Q. And this table 1 at page 10, the second
2 column lists the fair value at December 31, 2024;
3 correct? For each portfolio company?

4 A. Yes, that's the heading of the title.

5 Q. Okay. And those figures are taken from
6 the audited financial statements of -- for year end
7 24 for the fund?

8 A. Correct.

9 Q. Okay.

10 Q. Did you include that to -- do you know why
11 that information is included?

12 A. It's a data point.

13 Q. Okay. And what reliance is being placed
14 on that data point, to your understanding, in
15 connection with this motion?

16 A. That's up to the reader.

17 Q. Okay. If you look at the bottom of page
18 9, it states prior to Rigmora's sabotaging the
19 debtors in 2025, each portfolio company had
20 significant positive value, as per the audited
21 financial statements.

22 Is the listing of the fair value intended
23 to support that assertion?

24 A. I think the listing of the fair value was
25 to show what the fair value was per the audited

1 financial statement to show that these companies
2 had, you know, significant fair value. So sure.

3 Q. Okay. And how is that relevant to the
4 funding motion?

5 ATTORNEY WINSTON: Objection. Form.

6 A. I guess that's really up to the reader.

7 Q. Okay. Do you believe that that's relevant
8 to the funding motion?

9 A. I do.

10 Q. Why do you think that's relevant to the
11 funding motion?

12 A. Because these were companies that were
13 even at earlier stage, right, than they are now, and
14 it shows that, you know, the debtor's business
15 judgment was -- it's a data point to support the
16 debtor's business judgment that these were companies
17 worth investing in if they have these values. And,
18 you know, maybe to show -- not maybe. Strike the
19 word maybe. But to show that, you know, once the
20 funding -- once the funding stopped and they were
21 forced to go on, again, what I'll refer to as the
22 drip feed. I think you referred to it as something
23 else. Scheme., you know, it's, again, haven't done
24 the formal analysis, but it's quite possible that
25 the value has gone down. Right? And it doesn't

1 mean the value can't go up if the companies are able
2 to access the funding in order to continue their
3 business plans.

4 So it's a, again, it's a data point to
5 show that, right, these are real companies. Or
6 potentially could be real companies. Clinical
7 companies is what I mean by real.

8 Q. These are companies that could progress to
9 a further stage of development?

10 A. Right, and again, there's all kinds and
11 replicate in here, which are clinical stage already,
12 so, you know, I'm generalizing, right, that's
13 different. Being clinical to commercial is
14 different than preclinical to clinical.

15 Q. Do these values reflect an assessment of
16 the company's market value as of December 31, 2024?

17 ATTORNEY WINSTON: Objection. Form.

18 A. It's their fair value per accounting
19 rules.

20 Q. Is that the same as market value?

21 A. Sometimes yes, sometimes no.

22 Q. Do you know if it is with respect to these
23 values?

24 A. I have not done that analysis.

25 Q. Okay. Do you know if these -- do you know

1 if these values reflect the market value that the
2 portfolio companies might attain at some future
3 date?

4 ATTORNEY WINSTON: Objection. Form.

5 A. What do you mean by market value? What's
6 your definition of market value?

7 Q. Market value is the value that a willing,
8 as I'm using it here, the value that a willing buyer
9 and a willing seller would agree to transact at.

10 A. On an arm's length basis.

11 Q. On an arm's length basis.

12 A. You know it's interesting because, you
13 know, the market value of preclinical companies also
14 assumes that the funding that the preclinical
15 companies -- and in the clinical companies, that the
16 fund willing required exists so it could get to the
17 market and it could achieve it is business plan.

18 So without funding, I would surmise that
19 these values are probably a lot less than they
20 are -- than they were at December 31st of 2024.

21 Q. Okay.

22 A. Right, there's a lot of assumptions behind
23 that. So, you know, you know, would a willing
24 buyer, willing seller be willing to pay? You know,
25 if a company's been, you know, again generally,

1 they're, you know, general -- if a company's been
2 shut down for a long time, right, using your words
3 and, you know, hasn't been able to achieve its
4 mission and continued in its -- in its purpose, then
5 presumably, it's going to be less, as I think
6 through it.

7 Q. We covered this a few times during your
8 first deposition.

9 You haven't assessed the value of any --
10 you and B. Riley have not assessed the value of the
11 perfect. I think you said that that was in process;
12 correct?

13 A. Earlier today.

14 Q. Yup. Okay.

15 And your support for the proposed funding
16 in the second motions not based on any analysis that
17 the funding will increase the value of the portfolio
18 company; correct?

19 ATTORNEY WINSTON: Objection. Form.

20 A. I'm sorry, what's the question again? Did
21 I.

22 Q. Sorry.

23 Have you done an analysis of whether the
24 proposed funding in the second motion will increase
25 the value of the portfolio companies?

1 A. I mean, in companies are running in their,
2 you know, ordinary course of business or close to
3 it, they're allowed to continue their mission. I
4 know that if they are not funded and they have to
5 shut down, it's not going to increase their value.
6 So there's no potential to increase their value.
7 Some may, you know, I mean, you know, you've been --
8 I'm not sure you. Debevoise has been deposing, you
9 know, the clinicians. I think some of the
10 clinicians have given views. If X dollars are
11 funded, this could be worth a, you know, Y dollars.
12 So I believe that's happened.

13 So what I know for sure, I think I know
14 for certain, if these companies are just shut down,
15 they're going to be worth a lot less than if they
16 continue their mission. And again, this is a
17 venture funding. As I testified in court last time,
18 this is an operating companies with revenue that are
19 having margin problems and EBITDA. The intent of
20 there -- the intent of this business, its business
21 purpose, what everyone, you know, signed up for, was
22 to continue the clinical research until you get to
23 the go, no go point, and that could happen several
24 times over the life of the company.

25 Q. Do you recall testifying that the purpose

1 of the fund is not to make money?

2 A. I don't know if that's what I said.

3 Q. Okay. Do you believe that's true?

4 A. No, I mean, the purpose of the fund is
5 to -- is to make a ton of money. Right?

6 Q. And it does that by achieving a positive
7 return on its investments; correct?

8 A. Right. And so if I said not make money, I
9 mean, it's -- normal operate, you know, like a
10 retailer would make money in a normal year.

11 Q. All right.

12 A. That's what I was referring to.

13 Q. And my question is has -- have you or B.
14 Riley done any analysis to determine the return that
15 the fund might achieve on the additional funding
16 proposed by the second funding motion?

17 ATTORNEY WINSTON: Objection. Form.

18 A. Under what -- I guess under what
19 assumptions? No, we haven't done it and that could
20 be very different depending on if there's
21 assumptions of funding or not funding. Right?

22 Q. Okay.

23 ATTORNEY TAFT: Could we mark 57, please?

24 (Pause.) mark mark

25 Q. I'm going to mark as Mandarin 24 the 2024

1 audited financial financial statements for the fund.

2 Have you reviewed this document before?

3 A. Yes, I've read it.

4 Q. Okay. Can you turn to page 10. I direct
5 you to note three, the summary of significant and
6 common policies?

7 A. Right.

8 Q. Okay. Does this note describe the basis
9 of valuation for the fund's investment in portfolio
10 companies?

11 A. Well, this paragraph is self, you know,
12 explanatory, but it describes the valuation of
13 portfolio companies in accordance with the
14 appropriate accounting principles. And what's
15 appropriate for a financial statement.

16 Q. If you turn to the next page, right under
17 the -- where the bullets describe three levels,
18 level one, level two, and level three, are you
19 familiarity with -- familiar with that hierarchy of
20 valuation inputs?

21 A. You know, generally you mean?

22 Q. Generally.

23 A. Yeah, absolutely.

24 Q. Okay. And level 3 means -- states that
25 there are no un observe -- there are un observable

1 inputs that are not corroborated by market data;
2 correct?

3 A. That's what it says.

4 Q. Okay. And then the note following that
5 says the partnership's investments in private
6 companies are classified within level three of the
7 fair value hierarchy because they trade infrequently
8 or not at all and, therefore, have little or no
9 readily available pricing.

10 Do you see that?

11 A. I do.

12 Q. Okay. Level three is the least reliable
13 level in the hierarchy of fair value reporting;
14 correct?

15 ATTORNEY WINSTON: Objection. Form.

16 A. I don't know. How did you describe at
17 least reliable?

18 Q. Least reliable.

19 A. I don't know if reliable is the right
20 word.

21 Q. Okay. The start of the next paragraph
22 says the values assigned to investments and any
23 unrealized begins or losses reported or based on
24 available information and do not necessarily
25 represent amounts that might be realized if an act

1 of market existed and such differences could be
2 material.

3 Do you see that?

4 A. I do.

5 Q. So do you understand this to be saying
6 that the difference between the market value of the
7 portfolio companies and the fair value as reported
8 in the audited financials could be material?

9 A. That's what it says.

10 Q. Okay. Have you reviewed the valuation
11 statements that were relied on by the auditors for
12 any of the portfolio companies?

13 A. I have not.

14 Q. Okay. Have you reviewed any other
15 valuations prepared by -- for any of the portfolio
16 companies?

17 A. You know, I should take that back.

18 There was, you know, the auditors relied
19 on a third party. I think they're called primes to
20 do valuations for the audit. I think. And I think
21 that's their name. And I may have seen one or two
22 of that supporting documentation, but I don't -- I
23 don't -- I don't know how much I really looked at
24 it.

25 Q. Is it possible that primes was retained by

1 Dr. Harrison to prepare valuations for his own
2 personal use?

3 A. I thought they were relied -- but maybe.
4 Maybe that's what I'm thinking of.

5 Q. Are you familiar with the de flip
6 corporate finance group?

7 A. I've heard the name. Maybe that's who the
8 auditors you used. Maybe I'm confusing them.

9 Q. Do you recall reviewing any valuations
10 prepared by the de flip group in connection with
11 this case?

12 A. No.

13 Q. Okay. Are you familiar with the Williams
14 Marston group?

15 A. No.

16 Q. Are you aware of any valuations prepared
17 by WilliamsMarston for any of the portfolio
18 companies?

19 A. No.

20 Q. Would you be surprised if two valuation
21 companies reached different conclusions regarding
22 the fair value of investments in private companies?

23 ATTORNEY WINSTON: Objection. Vague.

24 A. Do you mean generally?

25 Q. Generally.

1 A. I would not be surprised.

2 Q. And why wouldn't you be surprised,
3 generally?

4 A. Different firms have different opinions.

5 Q. Okay.

6 A. Like lawyers.

7 Q. And you're not aware one way or the other
8 whether the portfolio companies obtained roughly
9 contemporaneous valuations that showed materially
10 different values?

11 ATTORNEY WINSTON: Objection. Form.

12 A. I don't know, but, I mean, I relied -- I
13 mean, Grant Thornton is a well respected accounting
14 firm. They relied on someone. I relied on them.

15 Q. Okay. If you had been provided with
16 contemporaneous valuations that assigned different
17 values to the portfolio companies, also on a fair
18 value basis, would you have -- do you believe that
19 that would be relevant to the funding motion?

20 A. I relied on Grant Thornton. I relied on
21 an auditor with an audit opinion that's signed, and
22 that's what they used and their processes exist and
23 that's, you know, what they relied upon under, you
24 know, pretty, pretty heavy accounting rules. So
25 that was good enough for me.

1 ATTORNEY TAFT: Could I have tab 60,
2 please. Mark mark.

3 BY ATTORNEY TAFT

4 Q. Marking as Mandarin 25 a report bearing
5 Bates ATP359470.

6 Mr. Mandarin, have you seen this document
7 before?

8 A. I don't remember ever seeing this.

9 Q. Okay. Do you see that this states that
10 it's a valuation of common stock for Aethon
11 Therapeutics, Inc. with a valuation date of December
12 31st, 2024?

13 A. Yes.

14 Q. Okay. And on the next page in the first
15 paragraph, WilliamsMarston writes that it was
16 prepared an independent analysis with respect to the
17 value of the common stock of Aethon Therapeutics in
18 support of its compliance requirements relative to
19 fast by accounting standards code number 718,
20 compensation, stock compensation, and Internal
21 Revenue code section 409A. Do you see that?

22 A. I do.

23 Q. And if you'd look further down that page,
24 it states that fair market value is the premise of
25 value generally used when conducting a valuation for

1 US tax purposes and then it provides a definition of
2 fair market value; correct?

3 A. It's a fair summary.

4 Q. And then at the top of the next page, it
5 quotes the fast bee ASC number 820 fair value
6 measurements. Dust that?

7 A. I do.

8 Q. And then after that, it concludes that for
9 purposes of this report, fair value is consistent
10 with both the fast by standard and the U.S. Treasury
11 definition?

12 A. Right.

13 Q. And the standard used in the audited
14 financials for the fund are the fast by standard;
15 correct?

16 A. In the audit statement, it's fast by
17 ASC820.

18 Q. Okay. So that's the same standard as
19 being applied by Williams Mars ton here; correct?

20 A. I don't know. I mean, I've never seen
21 this before. I don't know if the effect of ASC718
22 and the Internal Revenue code 409A effects how ASC20
23 is applied, right, because sometimes another reason
24 valuations come out differently is that there's
25 different assumptions and so, you know, in a, you

1 know, in a vacuum, I can't -- I don't know if these
2 two appraisals are the same or used the same
3 assumptions in the same information to support the
4 appraisal. So I don't know if this is apples versus
5 apples.

6 Q. Well, Williams Mars ton says that fair
7 value and fair market value are equivalent, and it
8 refers to them collectively as fair value. Do you
9 see that?

10 A. I do, but that's not my point. My point
11 is I don't know if the effect of ASC718 has an
12 affect on ASC820. And that could change
13 methodologies in the valuation. I just don't know.
14 So I don't know. I can't say that these are apples
15 versus apples. It's an apples versus apples
16 analysis. And plus there could be something in
17 IRC409A that effects ASC820.

18 Q. Well, here, it's saying that it doesn't,
19 right?

20 A. I don't know.

21 Q. It's saying this they're the same?

22 A. I'm sorry, I didn't mean to interrupt.

23 Q. Okay?

24 A. I'm sorry could you repeat your question.

25 Q. Could you turn to page 16 of this

1 analysis?

2 A. Of which one?

3 Q. Of the?

4 A. Number 25.

5 Q. Yeah?

6 A. Exhibit 25? Page?

7 Q. 16.

8 Q. So, on this one, 6.2 says total
9 shareholder's equity value conclusion. It says
10 based on the analysis performed, it is our opinion
11 that the fair value of the total stockholder's
12 equity of Aethon is reasonably estimated as of the
13 valuation date as follows, \$9.9 million.

14 Do you see that?

15 A. I do.

16 Q. Okay. And if you could turn to the
17 audited financial statements at page 5, which has
18 Bates ATP2530007, the fair value of Aethon is listed
19 there as \$17 million; correct?

20 A. Yes.

21 Q. So that is materially more than the fair
22 value as of the same date that was determined by
23 Williams Marston; correct?

24 ATTORNEY WINSTON: Objection. Form.

25 A. Well, you know, material is, you know,

1 it's a -- I don't know what you mean by material,
2 but it's certainly higher by, you know, \$7 million.
3 But again, I don't know if this is apples versus
4 apples. Because I don't know what effect I RC409
5 has on the valuation under ASC820. There's
6 different valuations and along with ASC718. I don't
7 know if it's apples -- if it's -- if one means the
8 other.

9 Q. Okay.

10 ATTORNEY TAFT: If we could -- could I get
11 64?

12 (Pause.) mark mark

13 Q. I mark as Mandarin 26 a document bearing
14 Bates WM2963. States on the front marlin spike
15 therapeutics valuation of common stock, valuation
16 date December 31, 2024.

17 Mr. Mandarin, I take it you've never
18 reviewed this document before?

19 A. Correct.

20 Q. Okay. If you could turn to page 2963.
21 2963 of this document. Yeah?

22 A. Yeah, I'm on it.

23 Q. Oh, I'm sorry. It's turn to page 16 of
24 the document. Thank you. They're not numbered.

25 A. Somebody screwed up the Bates stamp.

1 Q. It's okay.

2 This identifies the fair value of the
3 total stockholder's equity of marlin spike as of the
4 valuation date as \$9.2 million. Do you see that?

5 A. I do.

6 Q. Okay. And the valuation date here is
7 December 31, 2024?

8 A. I do.

9 Q. And if you turn to the funding motion and
10 that -- or you have the audited financials right in
11 front of you, that provides a fair value for the
12 preferred stock of \$26.7 million?

13 A. Yes.

14 Q. Okay. So WilliamsMarston is valuing
15 the -- is saying that the fair value of the entire
16 equity is about a third of what the figure in the
17 audited financial ATP life sciences is; correct?

18 ATTORNEY WINSTON: Objection. Form.

19 A. The valuations are different with the
20 same -- with the same answer that I had with Aethon
21 is that this WilliamsMarston.

22 Q. Uh-huh?

23 A. One is, you know, was prepared in the same
24 way with ASC820, 718, and IRC409, and so I don't
25 know if this is an apples versus apples analysis.

1 Q. Okay. Do you know how much -- with
2 respect to the fair value, just staying on the --
3 staying on the audited financial statements, if you
4 look at on page 4, the bottom row describes -- it
5 lists neared. Do you see that?

6 A. I do.

7 Q. And the cost of the investment in neared
8 was \$43.6 million; correct?

9 A. Yes.

10 Q. And the value being assigned was
11 \$28.3 million; correct?

12 A. Yes.

13 Q. So, in this case, the -- even on a fair
14 value basis, the investment was worthless than the
15 amount invested in it; correct?

16 A. As of that date. The fair value was less
17 than the cost to date, yes.

18 Q. Yeah. You can put those aside, please.

19 ATTORNEY WINSTON: If you're switching
20 topics, do you want to take another break,
21 because we've been going an hour and 15
22 minutes.

23 ATTORNEY TAFT: Have we?

24 ATTORNEY WINSTON: Yeah.

25 ATTORNEY TAFT: Time in this case. Yeah

1 we can take a quick break.

2 THE VIDEOGRAPHER: The time is 5:50 p.m.
3 We're going off the record.

4 (Recess.)

5 THE VIDEOGRAPHER: The time is 5:57 p.m.
6 We are going back on the record.

7 BY ATTORNEY TAFT

8 Q. Okay. Mr. Mandarino, in the funding
9 motion the debtors are seeking permission to pay a
10 total of \$1.4 million in management fees to ATVM; is
11 that correct?

12 A. It is.

13 Q. Okay. The debtors reconsidered since the
14 second day hearing whether or not they should make
15 that payment?

16 A. No.

17 Q. Okay. ATVM is wholly owned by Dr.
18 Harrison; correct?

19 A. Or his -- or affiliated entities with Dr.
20 Harrison.

21 Q. Okay. If it were possible to defer some
22 or all of that \$1.4 million, that would be
23 advantageous to the debtors; correct?

24 A. It would reduce the amount of -- of cash
25 that was spent.

1 Q. Okay. Which would be advantageous;
2 correct?

3 A. I don't know.

4 Q. Okay.

5 ATTORNEY WINSTON: If we could lower costs
6 all around, that would be advantageous.

7 Q. If the fund is in a position where it is
8 borrowing money to cover expenses, it could be
9 advantageous to defer that expense; correct?

10 A. Cost benefit of the expense, if the
11 expense is worth it and achieves value, then no, it
12 wouldn't be beneficial. It could be -- it could be
13 detrimental.

14 Q. Okay. If the fund has a basis to not to
15 pay the first quarterly installment of the ATVM
16 management fee -- sorry, have you reached a
17 determination as to whether or not the ATVM is
18 entitled to payment of the first quarter of the 2026
19 management fee?

20 A. I don't know if you're asking me for a
21 legal conclusion.

22 Q. Uh-huh.

23 A. But so if you are, then I'm not giving it.
24 But the, you know, it's a we believe it's an amount
25 that is due pursuant to a contract and so we put it

1 into be paid. There's an objection to that payment
2 and I guess the Court will call those balls and
3 strikes.

4 Q. Okay. Has Dr. Harrison insisted on
5 receiving \$750,000 towards the ATVM management fee
6 as part of this funding motion for the first quarter
7 of 2026?

8 A. I don't know if insist is the right word.
9 He believes it's due and believes it should get
10 paid.

11 Q. Okay. You agree that the \$3 million
12 management fee for 2026 is subject to a setoff of
13 \$1.6 million; correct?

14 A. And it's -- that offset has been reflected
15 in the budget.

16 Q. Okay. And the debtor's proposal is to pay
17 \$750,000 the last week of February and then the
18 balance on April 1st; is that correct?

19 A. Yeah, whatever week -- yeah, April 1st
20 sounds right. Whatever week ending that is that
21 week.

22 Q. Okay?

23 ATTORNEY TAFT: Could I get tab 69,
24 please?

25 (Pause.) mark mark

1 BY ATTORNEY TAFT

2 Q. Okay. Mark as Mandarin 27.

3 Have you reviewed yourself the amendments
4 to the LPA that relate to the determination of the
5 management fee?

6 A. Which amendments are you referring to,
7 please?

8 Q. Let me mark number 28. That's Mandarin
9 27.

10 Have you seen this document before?

11 A. I have.

12 Q. Okay.

13 A. I believe there's one that supersedes
14 this.

15 Q. So just taking them in turn, do you see
16 that this amendment on the third page amends section
17 4 of the agreement between ATVM and the management
18 company and the fund?

19 A. I think that's a correct description of
20 this.

21 Q. Okay. And the first sentence sets the
22 management fee at \$2 million per year; correct?

23 A. Right.

24 Q. Okay. If you can count down to the third
25 sentence, sorry, the third sentence from the bottom.

1 ATTORNEY WINSTON: Third from the bottom?

2 ATTORNEY TAFT: Yeah.

3 ATTORNEY WINSTON: Is that the one that
4 says any securities?

5 (Pause.)

6 ATTORNEY TAFT: Sorry, I had a version of
7 this that -- sorry. It's third from the top.

8 Q. It's the fifth line. It starts the
9 management fee for each year.

10 Do you see that? It reads the management
11 fee for each year shall be reduced by any director's
12 fees, consulting fees, or other remuneration paid to
13 the management company, the members and employees of
14 the management company, general partner, Dr.
15 Harrison, or any of their respective affiliates
16 other than the partnership or its portfolio
17 companies in cash, securities, or otherwise, for
18 services rendered to portfolio companies.

19 Do you see that?

20 A. I do.

21 Q. Okay. Is that the provision under which
22 the stock option -- the amounts received by Dr.
23 Harrison in connection with the a care row stock
24 options reduce the management fee?

25 ATTORNEY WINSTON: Objection. Form.

1 A. Management fee was reduced because of the
2 care row stock options that Dr. Harrison received,
3 yes.

4 Q. Okay. If you look at the last sentence of
5 this paragraph, it states the amount of the fees or
6 other remuneration remitted to the management
7 company, the general partner Dr. Harrison, or any
8 such affiliates from the partnership's portfolio
9 companies shall be computed for each year and any
10 net amount due the partnership from the management
11 company or the management company from the
12 partnership shall be remitted within 30 days after
13 such computation.

14 Do you see that?

15 A. I do.

16 Q. Okay.

17 ATTORNEY TAFT: And if I could get tab 83,
18 please.

19 (Pause.)

20 Q. Sorry, the sentence before that, so the
21 penultimate sentence in section 4, reads payments of
22 the management fee shall be made in advance at the
23 beginning of each calendar quarter in each year in
24 an amount determined by the management company, but
25 not more than 25 percent of the maximum aggregate

1 amount of the management fee for such year.

2 Do you see that?

3 A. I do.

4 Q. Okay. So that limits the amount of
5 management fee that can be paid in any quarter to 25
6 percent of the total amount owed; correct?

7 A. I don't know. I don't know if it's of the
8 total amount that's due or of the, in this case, the
9 \$2 million.

10 Q. Okay.

11 ATTORNEY TAFT: Mark as Mandarin 28
12 amendment 14 to the LPA.

13 ATTORNEY WINSTON: 28?

14 ATTORNEY TAFT: Yup. Mark mark.

15 (Pause.)

16 Q. Mr. Mandarin, if you look at the section
17 1 of amendment number 14, it states the general
18 partner shall cause the partnership and the
19 management company to promptly enter into an
20 amendment to the first sentence of section 4 of the
21 management agreement. So that the sentence shall
22 read in its entirety as follows. And then it says
23 effective as of January 1, 2019, the partnership
24 shall pay the management company the management
25 fee each year for the services to be provided here

1 under in the amount of \$3 million or such greater
2 amount as may be approved by the holders of the
3 majority of the preferred units.

4 Do you see that?

5 A. I do.

6 Q. Does this amendment number 14 amend or
7 replace any of the other sentences in section 4?

8 ATTORNEY WINSTON: Objection. Form.

9 A. I don't think so.

10 Q. Okay. Are you aware of think other
11 amendments to the LP that affect the amount or
12 timing of payments to ATVM?

13 A. I don't think there's anything in
14 amendment 22. But I don't think so. I don't know
15 if there was something in one of the -- in amendment
16 20 or 22, but I don't think so. I think these were
17 it is my recollection.

18 Q. Okay. Maybe we'll just mark amendment 20.
19 Tab 70, please.

20 (Pause.) mark mark

21 ATTORNEY TAFT: I'll mark as marked 29
22 amendment 20 to the LPA.

23 Q. Is it your understanding that this
24 amendment 20 is relevant to the determination of the
25 amount or timing of payments to ATVM?

1 ATTORNEY WINSTON: Objection. Form.

2 A. I don't know if it is. As I said before,
3 I didn't remember if there was another one. If you
4 could point me to something in here, if my memory
5 was wrong.

6 Q. Okay. I don't believe there is?

7 A. Yeah, what I was -- I think what I was
8 thinking about is the clause E on page Bates 373
9 where it says so long as ATPGP continues at general
10 partner, the management of ATPVM included without
11 limitations investment call at calls and approval
12 requests. Capital calls and approval requests with
13 respect to ATPV dash three shall be the sole
14 responsibility of the general partner subject to any
15 consents or approval rights of the subject limited
16 partner as provided by this agreement. That's what
17 I was thinking of. That doesn't have anything to do
18 with the ATVM thing.

19 Q. Okay. I just have a few questions about
20 the DIP financing proposal.

21 You describe the -- if I refer to the
22 proposal from Oaktree capital management to provide
23 DIP financing as the Oaktree DIP proposal, will you
24 know what I'm referring to?

25 A. Yes.

1 Q. Okay. And that was associated with a
2 motion filed last Friday seeking approval of DIP
3 financing in the -- as a back up to the debtor's
4 second funding motion; correct?

5 A. Yes.

6 Q. So the debtor's preference is that the
7 second funding motion be approved on the terms set
8 forth in the motion and only if that motions denied
9 would the debtors seek approval of the DIP financing
10 proposal; correct?

11 A. I thought he was going to object to form.

12 Q. I'm trying to -- the questions are getting
13 longer because the night is getting later.

14 A. Yes.

15 ATTORNEY WINSTON: It's a long question,
16 but I actually don't think it was
17 objectionable.

18 A. Yes.

19 Q. Okay. In connection with -- I think
20 you've testified you were intimately involved in
21 negotiations with Oaktree concerning the Oaktree DIP
22 proposal; is that correct?

23 A. Yes.

24 Q. And you have been involved in discussions
25 with the debtors as to the merits of the Oaktree DIP

1 proposal; correct?

2 A. As well as the independent director.

3 Q. Okay. Right. The motion filed on Friday
4 says that the independent director was consult had
5 relating to -- in connection with the DIP funding
6 proposal. Is that consistent with your
7 recollection?

8 A. It is.

9 Q. All right. Can you describe those
10 consultations?

11 A. Sure.

12 ATTORNEY WINSTON: You can answer the
13 question without revealing attorney-client
14 privileged communications and you can certainly
15 answer at a high level.

16 THE WITNESS: Sure.

17 A. He was provided with the DIP financing
18 proposal and we discussed it in detail.

19 Q. When was he provided with the DIP
20 financing proposal?

21 A. You know, whenever we received it and he
22 was on board. Probably the, you know, if there were
23 drafts of it or whatever, he received it when he
24 received it simultaneously with his retention.

25 Q. Did you receive drafts of it or did he

1 only receive the final version?

2 A. I don't remember because counsel would
3 have provide -- I think counsel provided it to him.
4 So I don't know.

5 Q. Okay. Did he have any questions
6 concerning the proposal?

7 A. He did.

8 Q. What questions did he have concerning the
9 proposal?

10 A. He is a pretty smart guy, so he understood
11 it for sure, and.

12 THE WITNESS: Could I talk about his view
13 when -- if we -- if counsel was on?

14 ATTORNEY WINSTON: Can I take a off the
15 record for a minute just to make sure I
16 understand?

17 ATTORNEY TAFT: Sure.

18 MS. PUTTAGUNTA: I'll wants to say.

19 ATTORNEY TAFT: Yeah.

20 ATTORNEY WINSTON: Okay.

21 THE VIDEOGRAPHER: The time is 6:17 p.m.
22 We're going off the record.

23 (Discussion off the record.)

24 THE VIDEOGRAPHER: All right. The time is
25 6:19. We're going back on the record.

1 BY ATTORNEY TAFT

2 Q. Okay. My question is what questions did
3 the independent director have about the DIP
4 financing?

5 A. And I think I said he's a pretty smart
6 guy, so he understood it, and his -- his main
7 comment was he wanted to ensure, from a, you know,
8 he thought it made sense from a business
9 perspective, and that he wanted to ensure that it
10 was only subject to -- I was only a back up and not
11 primary.

12 Q. Okay.

13 A. That we should go forward with the funding
14 motion first.

15 Q. Other than that, did he have questions?

16 A. I don't remember -- I mean, again it's a
17 pretty -- this is a sophisticated, you know, former
18 lawyer, reformed lawyer and banker, who is done, you
19 know, hundreds of these, so he, I think, he
20 understood all the terms pretty clearly. So it was
21 more of the, you know, the what I described before.

22 Q. Now, did he approve the decision to file
23 the DIP motion?

24 A. He did.

25 Q. Okay. Was his approval needed to file the

1 DIP motion?

2 A. That's a legal conclusion. I don't know.

3 Q. Okay. With respect to the funding motion,
4 have you had discussions with the independent
5 director?

6 A. Yes.

7 Q. Okay. What discussions have you had with
8 the independent director regarding the funding
9 motion?

10 ATTORNEY WINSTON: Same instructions.

11 A. Sure. From a business perspective, walked
12 him through the budget, mostly, how we put it
13 together, you know, what it meant, what's happening,
14 what happens. So, you know, I had pretty thorough
15 discussion with him on that.

16 Q. Okay. What questions did he have about
17 the funding motion?

18 A. What I just described. It was really
19 related to the, you know, financial -- again, pretty
20 sophisticated guy. I think he understands a motion
21 and I think he just wanted to understand the budget.

22 Q. Okay. Did he have any questions regarding
23 the expected returned on investment to the fund from
24 the proposed funding?

25 A. I don't recall any specific questions like

1 that.

2 Q. Okay. Do you recall any questions
3 regarding whether the fund's -- the fund might be
4 better off withholding funding from one or more of
5 these portfolio companies?

6 A. He -- the discussion was more around the,
7 you know, the assumptions and why spend the money
8 and it was the reliance on the, you know, the
9 clinicians and the clinical experts and I think he
10 thought that was satisfactory, but you'd have to ask
11 him.

12 Q. Okay. Was he asked to approve the funding
13 motion?

14 A. He was.

15 ATTORNEY WINSTON: Objection to form.

16 A. He -- there was -- there was a vote on it,
17 so someone made the motion to approve the vote. I
18 don't recall who, but yes, he was.

19 Q. Do you know whether or not he had been
20 appointed before or after the funding motion was
21 filed?

22 A. Before.

23 Q. Okay.

24 A. I believe.

25 ATTORNEY WINSTON: When you say funding

1 motion, are you referring to the DIP funding
2 motion or the second funding motion.

3 ATTORNEY TAFT: I'm sorry, I was referring
4 to the second.

5 ATTORNEY WINSTON: Okay.

6 ATTORNEY TAFT: I thought we were.

7 ATTORNEY WINSTON: That's why I objected
8 to form.

9 ATTORNEY TAFT: Okay.

10 A. I'm sorry, so I may have to change my
11 answer.

12 Q. I'm sorry, when I was asking you questions
13 about did he have questions on the funding motion,
14 did you think I was referring to the second funding
15 motion or the DIP funding motion?

16 A. I thought -- he's going to yell at me for
17 not listening, but I thought it was the DIP. So I
18 stand corrected.

19 Q. Okay. Did you discuss the second funding
20 motion with the independent director?

21 A. Yeah, I did.

22 Q. Okay. And what was discussed?

23 A. Again, that was related to the budget and
24 just, you know, again he understood the mechanics of
25 the funding motion and so my answers don't change.

1 The only answers that change, he was appointed after
2 the funding motion was filed.

3 Q. So did the independent director approve
4 the second funding motion?

5 A. No.

6 Q. Okay. In connection with your
7 consideration of the DIP, the Oaktree DIP, has any
8 analysis been done as to whether or not the fund
9 borrowing amounts under that facility would have
10 implications for -- under the Securities Exchange
11 Act?

12 ATTORNEY WINSTON: Objection. Form.

13 A. I don't know.

14 Q. Do you know if the fund is currently
15 subject to exemptions under the Securities Exchange
16 Act and regulation 17CFR section 275, 203L that
17 relates to venture capital funds?

18 ATTORNEY WINSTON: Objection. Form.

19 A. I don't believe the fund is subject to any
20 SEC reporting requirements.

21 Q. Okay. Do you know whether the SEC --
22 whether the SEC regulations place any restrictions
23 on the fund's ability to borrow?

24 A. SEC regulations?

25 Q. Yup.

1 A. I don't know.

2 Q. Okay. Are you aware of any law that
3 imposes limitations on the fund's ability to borrow?

4 ATTORNEY WINSTON: Objection. Form.

5 A. I relied on counsel that the -- that it
6 was an appropriate motion to file and there aren't
7 any regulations that would prohibit the filing of
8 it.

9 Q. Okay. Have you reviewed -- you're
10 familiar with the term sheet submitted by the
11 Rigmora LPs on last Friday related to a funding
12 proposal?

13 A. I'm familiar with the document that was
14 provided, yes.

15 Q. Okay. Do you know -- that was circulated
16 shortly before the debtors filed the DIP financing
17 motion; correct?

18 A. What I know is that I received it during
19 the status conference hearing.

20 Q. Okay. Have you had discussions with
21 anyone regarding that proposal?

22 A. I have.

23 Q. Who have you discussed that proposal with?

24 A. There was a call with counsel to the
25 debtor. The debtor, the independent director where

1 we discussed the agreement -- the document.

2 Q. Okay. And was Dr. Harrison also involved
3 in those calls?

4 A. Yes.

5 Q. Okay. And what was discussed during that
6 call?

7 A. The details that were --

8 ATTORNEY WINSTON: When.

9 Counsel was on this call.

10 THE WITNESS: Yes.

11 ATTORNEY WINSTON: I instruct you not to
12 answer to the extent you would reveal
13 attorney-client privileged communications.

14 THE WITNESS: I channeled that comment.

15 A. It was -- the discussions were about the
16 words contained in the document.

17 Q. Did you discuss the merits of that
18 proposal relative to the Oaktree DIP funding?

19 A. Yes.

20 Q. Okay. Did you discuss the economic terms,
21 the comparative economic terms?

22 A. We discussed what was in that document.

23 Q. Okay. Did you discuss -- did you compare
24 the economic terms of the Rigmora proposal to the
25 Oaktree DIP proposal?

1 A. So, I can't -- I don't -- what I'm
2 struggling with is that it's -- you referred to it
3 as the Rigmora DIP proposal, and in my world, the
4 DIP proposal means money that a new -- that new
5 money coming in from a third -- from a party, not
6 the company's own cash. This is the \$97 million is
7 the company's own cash.

8 Furthermore, it was very difficult to take
9 that proposal, that document, seriously because, in
10 the caveat section at the top of the document,
11 which, you know, frankly, I don't read a lot, but I
12 happened to read that one, it said that this
13 proposal was unauthorized. So if you have an
14 unauthorized proposal, how serious could that be?

15 Q. Okay. Did you discuss the economic terms
16 of the Rigmora funding proposal on -- with Dr.
17 Harrison?

18 ATTORNEY WINSTON: Outside the presence of
19 counsel?

20 ATTORNEY TAFT: No, whether or not.

21 ATTORNEY WINSTON: Okay.

22 ATTORNEY TAFT: In the presence of
23 counsel.

24 A. It was with -- in the presence of counsel.

25 Q. Okay. And you did discuss the economic

1 terms?

2 A. I mean, we discussed the whole document,
3 including that is it really a proposal.

4 Q. Okay.

5 A. It's hard to discuss a lot of terms when
6 you don't know if it's a real proposal or not.

7 Q. What do you recall regarding the
8 discussion of the economic terms of the Rigmora LP
9 funding proposal?

10 ATTORNEY WINSTON: So the question is
11 about the economics terms. Do not reveal any
12 attorney-client privileged communication, but
13 economic terms, you can answer, to the best of
14 your recollection.

15 A. That the fed fund's rate is lower than the
16 Oaktree DIP rate.

17 Q. And that was a -- and, in comparing the
18 Rigmora funding proposal to the Oaktree proposal,
19 that was a point in favor of the Rigmora proposal;
20 correct?

21 A. Assuming it was a proposal. But if the
22 premise of your question is that it was a proposal,
23 then the answer is yes, but I don't consider it a
24 proposal, because it says it was unauthorized.

25 Q. Okay.

1 A. So how could a proposal be a proposal if
2 it's unauthorized.

3 Q. What other discussions do you recall
4 regarding the economic terms of the Rigmora funding
5 proposal?

6 A. What would you consider economic terms?
7 Just interest rate?

8 Q. No. Any interest rate, collateral, the --
9 any -- any factors relevant to a business
10 determination as to whether -- how that proposal
11 compares to alternative sources of funding?

12 A. Yes, we did.

13 Q. Okay. What do you recall about those
14 discussions of the relevant economic terms?

15 ATTORNEY WINSTON: Same caution.

16 A. Yeah. So this is tricky.

17 Again, with the caveat that it's hard to
18 consider -- hard to consider something that's called
19 an unauthorized -- and if you have the document, it
20 would be great to have it.

21 Q. Well's stipulate that you had uncertainty
22 as to whether or not it was authorized or
23 unauthorized, but?

24 A. No, I full certainty it was
25 unauthorized --

1 Q. Okay. What do you recall regarding your
2 discussion of the business terms of that proposal
3 relative to the Oaktree DIP funding proposal?

4 ATTORNEY WINSTON: He did ask for it.
5 Would it be helpful to give it to him?

6 THE WITNESS: I was just about to ask.

7 A. Could I have it, please?

8 Q. Sure.

9 (Pause.)

10 ATTORNEY TAFT: Marked as tab 30. Mark
11 mark exhibit 30.

12 Q. Would it be helpful to also have the
13 Oaktree DIP proposal?

14 A. Not for this question.

15 Q. Okay.

16 ATTORNEY WINSTON: Always say yes.

17 THE WITNESS: Yes. Sorry, yes.

18 ATTORNEY TAFT: Okay. Could I get tab 75,
19 please, Laura.

20 ATTORNEY WINSTON: Has the DIP motion been
21 presented as an exhibit already? Because I
22 think it's attached to that; right?

23 (Discussion off the record.)

24 ATTORNEY TAFT: Okay. Mark as Mandarin
25 31 debtor's motion for entry of.

1 A. Thank you.

2 BY ATTORNEY TAFT

3 Q. Okay. Mr. Mandarino, other than the
4 interest rate, what business terms of the Rigmora
5 funding proposal do you recall discussing?

6 A. All of them.

7 Q. All of them. Okay.

8 And did that discussion involve a
9 comparison of the business terms to the Oaktree
10 funding proposal?

11 A. It did.

12 Q. Okay. And in connection with the
13 discussion of the business terms, was there a
14 conclusion as to whether aspects of the Rigmora
15 funding proposal were superior to aspects of the
16 Oaktree funding proposal?

17 ATTORNEY WINSTON: So the question is
18 business terms?

19 ATTORNEY TAFT: Yes.

20 ATTORNEY WINSTON: You can answer that
21 without reeling client privileged
22 communications.

23 A. It was taken as a whole. The comparison
24 was taken as a whole, not piecemeal.

25 Q. And was there a -- on the whole, was there

1 a conclusion as to how the Rigmora funding proposal
2 compared to the Oaktree DIP proposal?

3 A. Yes.

4 Q. And what was that conclusion?

5 ATTORNEY WINSTON: You can answer.

6 A. That it was inferior to the Oaktree
7 business -- the Oaktree proposal.

8 Q. Okay. And what was the basis for done
9 clued ing, as a business matter, that the terms of
10 the Rigmora proposal were inferior?

11 A. Number one, it started with what I've been
12 going on about four or five times, the transactions
13 contemplated hereby require internal approvals and
14 have been sought or obtained. So this isn't a
15 proposal if the -- if it's not even real.

16 Secondly, it's not new money. This is the
17 company's own money and it's just putting conditions
18 on using the company's own money in the guys of a
19 DIP proposal.

20 The milestones are incredibly short to
21 give this company six weeks to -- it says in the
22 milestone paragraph that if the borrower fails to
23 repay the outstanding balance of corresponding
24 tranche on or before the date that that is six weeks
25 after the entry of the DIP orders, such borrower

1 shall immediately commence marketing sale process
2 and seek entry of an applicable sale order by no
3 later than maturity date.

4 And it guess on.

5 So it is basically six weeks to pay this
6 DIP back or start a full sale process, which again,
7 we don't belief maximizes value.

8 But then, even more, though, even putting
9 the condition that you can pay it back, if you get a
10 term, the affirmative covenants say the portfolio
11 companies worse can't even enter into a term sheet
12 or even discuss or negotiate one prior to maturity
13 date other than with the consent of the LP.

14 So it's like the PL's have seemed to put
15 in place, put themselves in place of a secured
16 lender or lick a cash collateral type order where it
17 seemed to me that they are trying to back door
18 displace the general partner by having the authority
19 to do what, under the LPA, the amendments, the
20 general partner has the right to do.

21 And so it was -- it's a bit of lose
22 Rigmora to me that -- I mean, if this was new money,
23 if this was really new money coming in, maybe it's
24 different, but it's not. And it's, you know,
25 frankly, I would have expected something different

1 in response from Rigmora to the funding motion
2 rather than, you know, what was conveyed at the
3 status conference as a grace full or whatever
4 Mr. live than son said, you know, easy or whatever
5 word he used solution, you know, to resolve this and
6 this is not a grace full, easy solution to resolve
7 this.

8 Q. Are there any other business terms that
9 stand out to you as inferior to the Oaktree DIP
10 financing proposal?

11 A. Well, it's hard to say because it says
12 other covenants are usual and customary. I don't
13 know what that means. But, you know, it's -- it's
14 the events of default. But again, it's not -- it's
15 not a propose -- I can't get my head around this
16 thing being a proposal if it's, you know, approvals
17 having been sought or authorized.

18 Q. Okay. Did you do a comparison of the fees
19 associated with this funding compared to the Oaktree
20 DIP proposal?

21 A. But the fees are paying themselves. Like,
22 it, again, I can't -- it's in the new money. Like
23 when you pay fees to new money, you're, in this,
24 under this document, fees would have been paid back
25 to the fund, I guess, because that's where the money

1 is. Or to the segregated account. Now that I think
2 about it. And where would the fees be paid, you
3 know, it's sort of -- it's almost like this sheet is
4 trying to undo the Delaware Chancery Court opinion
5 by saying that it's really not the debtor's money,
6 it's still the LPs money.

7 Q. Well, there are no fees under the Rigmora
8 funding proposal; correct?

9 A. Well, no, there's the -- there's the if
10 he'd fund rate.

11 Q. There's an interest rate?

12 A. Interest rate. Oh, I'm sorry. I'm sorry,
13 I few interest rate and fees as the same thing.

14 Q. Okay.

15 A. So, yes, if there's no fee -- well, again,
16 I answered.

17 Q. Whereas the -- there are fees charged by
18 Oaktree under the Oaktree proposal; correct?

19 A. Yes.

20 Q. And some of those fees are incurred on day
21 one; correct?

22 A. The fees under the Oaktree proposal are
23 paid in kind, but yes, they are incurred on day one.

24 Q. And there's a -- there's a fee to exit the
25 Oaktree DIP funding as well; correct?

1 A. Yes.

2 Q. Okay. There's a exit financing work fee
3 of \$1 million; correct?

4 A. That's correct.

5 Q. Okay. There are collateral agent fees;
6 correct?

7 A. Yes.

8 Q. And then there's a MO IC fee; correct?

9 A. Yes.

10 Q. What is an MO IC fee?

11 A. MO IC is an acronym that refers to
12 multiple of invested capital, and really, it's not
13 in addition to all those fees, it would -- if the
14 minimum fee would be the MO IC of 1.15. So if all
15 those other fees, you know, add up and it's less
16 than 1.15, then it gets bumped up to 1.15.

17 Q. And that's 1.15 of the \$65 million amount;
18 correct?

19 A. Yes.

20 Q. So the minimum amount that the debtors
21 could be charged by or the minute expense of the
22 Oaktree facility for the debtors is \$9.75 million?

23 A. I thought it was a little less than that.
24 I thought it was like 9.35 or something like that.
25 But maybe it's 9 -- maybe I'm just misremembering.

1 Q. Okay. It's in that neighborhood, though?

2 A. It's in the \$9 million plus range, yes.

3 Q. Okay. And that could be incurred for
4 funding that may remain in place for as little as
5 ten days or a week; right? In the event the motion
6 to dismiss is granted?

7 A. I have to look at the interim -- you know
8 what the interim -- well, it would defend if it was
9 granted and, you know, the interim auditor, what the
10 interim auditor would say. I believe that's correct
11 the way it's written.

12 Q. Uh-huh.

13 A. But these still are, you know, generally
14 more subject to negotiation if it was to go forward.
15 Which is why it makes sense that the funding motion
16 is our preference. We have to have a back up that's
17 better than shutting the company down. So we don't
18 view the -- we view, you know, not debtor as the
19 cause of this, but, you know, the lack of
20 availability and the lack of consent to using the
21 funding motion by the LPs.

22 Q. How much additional negotiations needed to
23 get the Oaktree DIP proposal into a state where it
24 could actually be put into place and funded?

25 A. I don't know. Depends who the objecting

1 parties would be and what they would want.

2 Q. Are the debtors prepared to engage with
3 objecting parties regarding the terms of any DIP
4 funding?

5 A. We've been begging the objecting parties,
6 the principals of the objecting parties to engage in
7 discussions with the right funding mechanism for
8 this company, for these companies.

9 Q. Okay.

10 A. Begging.

11 Q. In terms of meeting liquidity needs of the
12 debtor portfolio companies, have you formed a view
13 as to whether or not the Rigmora funding proposal is
14 superior or inferior to the Oaktree DIP proposal?

15 ATTORNEY WINSTON: Objection. Form.

16 A. Are you asking me -- I think you asked me
17 this already about -- you asked me if.

18 Q. Just in terms of the amount of liquidity
19 that would actually be provided to the debtor
20 portfolio companies.

21 A. The Rigmora -- again, I don't call it a
22 proposal, this document is inferior.

23 Q. Do you believe the Rigmora funding
24 proposal would enable the debtors access to
25 sufficient capital over the next 18 weeks to

1 maintain their operations?

2 A. No.

3 Q. Why is that?

4 A. Because it's really not an 18 week
5 proposal. It's a six week proposal that the company
6 then, if -- the company would then have to start a
7 sale process in six weeks if the -- this instrument
8 isn't -- if the -- if a new funding doesn't repay
9 the, you know, the company its own money back. So
10 and I believe that would be unlikely, especially
11 given the negative covenants about what I'd be
12 allowed to do to try to even seek new financing, so
13 it's, you know, it's sort of illusory because if,
14 you know, there's the practical aspect of, you know,
15 telling the world that, basically, these companies
16 would be for sale. And so what happens to the
17 employees; what happens to the, you know -- there
18 would be -- there would need to be a whole new
19 analysis of what happens.

20 Q. Do you?

21 A. And it could potentially -- it would
22 potentially, you know, result in just a sale process
23 union if it would be better to start a sale process
24 on day one if these were the constraints.

25 Q. Have you formed any views as to the

1 ability of any of the debtor portfolio companies to
2 object taken DIP financing solely with respect to
3 their assets on standalone basis?

4 A. I have not.

5 Q. Okay. The Oaktree DIP proposal would use
6 as collateral none debtor portfolio companies;
7 correct?

8 A. Right.

9 Q. And it would use at collateral assets or
10 interests in companies that are not even subject to
11 the funding motion, like more ran go; correct?

12 A. Right.

13 Q. Okay. Are you familiar with any instance
14 in which a debtor was able to obtain DIP financing
15 by offering interest in assets of affiliated
16 companies?

17 A. I mean, it happens in normal lending all
18 the time.

19 Q. Uh-huh.

20 A. You know, where there's borrowers versus
21 guarantors. That's typical. And that's typical in,
22 you know, in very complex dips. I can't give you
23 the name of one now, but I, you know, my
24 recollection is that that has happened before.

25 Q. Okay. This would -- this proposal would

1 put the fund's interests in these none debtor --
2 these none bankrupt portfolio companies at risk;
3 correct?

4 A. I'm sorry, say that again.

5 Q. This, the Oaktree DIP proposal would put
6 the fund's interests in none debt or portfolio
7 companies at risk; correct?

8 ATTORNEY WINSTON: Objection. Form.

9 A. This Oaktree proposal would put the fund's
10 interests in none debtors at risk. I don't know.

11 Q. It would grant?

12 A. Not necessarily.

13 Q. It would grant Oaktree a lien over its --
14 the fund's assets -- interests in those companies;
15 correct?

16 A. Yeah, not necessarily is the answer to the
17 first question.

18 Q. Okay. What about the answer to the second
19 question, the Oaktree DIP proposal, if entered into,
20 would grant Oaktree a lien over the fund's interests
21 in none debtor portfolio companies?

22 A. Yeah, I think you asked me that a couple
23 questions ago, and I said yes.

24 Q. Yes. Okay.

25 The Oaktree DIP proposal includes, as an

1 event of default, any settlement entered into with
2 Rigmora. Are you familiar with that?

3 A. What page are you referring to?

4 Q. If you turn to?

5 A. Sorry, I need two minutes.

6 Q. Page 31?

7 A. I need two minutes, please.

8 Q. Sure?

9 ATTORNEY WINSTON: Off the record.

10 THE VIDEOGRAPHER: The time is 6:53.

11 We're going off the record.

12 (Recess.)

13 THE VIDEOGRAPHER: The time is 6:55 p.m.

14 We are going back on the record.

15 BY ATTORNEY TAFT

16 Q. Mr. Mandarino, can you look at Exhibit 31,
17 which is the DIP motion.

18 A. Yup.

19 Q. And starting on Exhibit 1 to that is a
20 summary of the terms and conditions. Correct?

21 A. Yes.

22 Q. Okay. And this does not purport to
23 summarize all of the terms, conditions that are
24 related to the proposed DIP; correct?

25 A. Are you on page 35 of 142 on the top?

1 Q. Yes.

2 A. Yeah. Well, I mean, it's a summary of the
3 term sheet. I mean, this is the term sheet.

4 Q. Okay. And the parties have not negotiated
5 definitive documentation for the -- for this
6 facility; correct?

7 A. That's right.

8 Q. Okay. These terms are subject to change?

9 A. Subject to final documentation.

10 Q. Okay. Could you turn to page 17 of
11 Exhibit 1? This summarizes the events of default;
12 correct?

13 A. It's -- yeah, well the events of default
14 are listed on pages 17, 18, and beyond.

15 Q. Okay. If you turn to page 22, there's a
16 Q, which states that in the event of default, would
17 be one or more of the debtors enters into any
18 material settlement with any stakeholder or
19 affiliate of a stakeholder or any settlement
20 involving any material assets of the debtors or
21 their subsidiaries that in each case is not approved
22 in writing by the requisite DIP lender.

23 Do you see that?

24 A. I do.

25 Q. Is that a standard term for DIP funding?

1 A. Yeah, I mean, stake is written
2 differently, but that he is fairly typical.

3 Q. Okay. Would that give the DIP lender
4 approval authority over any settlement between the
5 Rigmora LPs and the debtors?

6 A. No.

7 ATTORNEY WINSTON: Objection. Form.

8 A. I don't know if that's a -- that's a legal
9 question, but.

10 Q. You don't know?

11 A. I -- I said that's a legal question.

12 Q. Okay. And if you look at T, there's an
13 event of default would be any investor in the fund
14 transferring, pledging, or otherwise disposing of
15 its interests in the fund and will obligor without
16 the written consent of the DIP lender; is that
17 right?

18 A. That's right.

19 Q. So if, hypothetically, Dr. Harrison
20 transferred or attempted to transfer his units in
21 the fund, that would trigger an event of default
22 under these proposed terms?

23 A. Without their consent.

24 Q. Without their consent.

25 The Oaktree DIP proposal states that the

1 bulk of the funds will only be available in the
2 event the motion to dismiss is denied; correct?

3 A. Yes.

4 Q. Okay. The Rigmora funding proposal would
5 remain in place even if the pending motion to
6 dismiss was granted; correct?

7 ATTORNEY WINSTON: Objection. Form.

8 A. I believe that's right.

9 Q. Okay. Is that a -- does that reflect a
10 superior aspect of the Rigmora funding proposal
11 compared to the Oaktree DIP proposal?

12 A. Not necessarily.

13 Q. You believe that it's in the interests of
14 the portfolio companies to have their funding
15 potentially cut off as a result of the granting of
16 the motion to dismiss?

17 A. That's not what I said.

18 Q. Under what scenarios would that difference
19 between the two proposals be beneficial to the
20 debtor portfolio companies?

21 A. I'm sorry, say that again.

22 Q. So you said it wouldn't -- it's not
23 necessarily -- that difference between the two
24 proposals does not necessarily weigh in favor of the
25 Rigmora LP funding proposal; correct?

1 A. Yeah, I don't think there's much of a
2 difference in it, because if the motion to dismiss
3 is granted, then, you know, the case is dismissed,
4 you go back to Cayman, you start your liquidation,
5 same thing happens, companies liquidate, so it's the
6 same.

7 Q. Well, that's based on your understanding
8 of the Cayman winding up proceeding that's reflected
9 in your first day motion; correct?

10 A. It's based on my understanding of what
11 will happen to these companies, that they'd be set
12 for sale. If we don't -- if these aren't repaid in
13 six weeks, I think that still happens, so they
14 still have to be set for sale. Right? Even if the
15 motion to dismiss is granted, you know, if the DIP
16 is not repaid in six weeks.

17 Q. I apologize if I asked this before.
18 Have you done an assessment of the
19 likelihood of any of the debtor portfolio companies
20 being able to raise DIP funding over the next six
21 weeks?

22 ATTORNEY WINSTON: Objection. Form.
23 It was asked.

24 A. It was.

25 ATTORNEY WINSTON: You can answer.

1 Q. You can answer?

2 A. You can answer again.

3 ATTORNEY WINSTON: You can.

4 A. You don't want me to just go back and read
5 it?

6 It's, again, I don't believe any
7 individual company could refinance in six weeks,
8 especially with the handcuffs put on by this
9 document.

10 Q. Do you believe that, without the -- what
11 you referred to as the handcuffs put on by the
12 document, if given six weeks of funding, any of the
13 debtor portfolio companies could secure DIP
14 financing on a standalone basis?

15 A. I do not.

16 Q. Okay.

17 ATTORNEY TAFT: I have no further
18 questions. Thank you for your time.

19 ATTORNEY WINSTON: Okay. Wait. I have a
20 couple of questions. Sorry to do this. I'm
21 the one who has to leave.

22 BY ATTORNEY WINSTON

23 Q. Can you get out exhibit 30 again? This is
24 the Rigmora DIP term sheet.

25 You were -- you may recall being asked

1 questions about business terms.

2 A. Right.

3 Q. So I just want to ask a couple of
4 questions which I don't think were asked so I'm
5 going to ask them.

6 Can you tell me under the Rigmora DIP term
7 sheet who the lender is?

8 A. The lender is the fund.

9 Q. Can you look at -- remember you talked
10 about the caveats at the start.

11 A. Yeah.

12 Q. Do you see where it says, in about halfway
13 down, the summary of terms and conditions this is
14 for discussion purposes only and does not constitute
15 a commitment to consent to or syndicate or arrange
16 or provide such financing or any other financing.
17 Do you see that sentence?

18 A. Yes.

19 Q. Do you see later on it says the LPs
20 position that under Cayman law, the fund does not
21 have or own any property of the estate under section
22 541 of the bankruptcy code?

23 A. Yes.

24 Q. Can you see actually in this term sheet
25 anywhere where it says who the lender actually is?

1 A. Interestingly enough, it doesn't have the
2 definition for lender. So it would, I guess, it
3 would -- my assumption was it was the fund as the
4 lender, because that's whose property it is based
5 on, I believe, the Chancery Court opinion.

6 Q. And you understand it's Rigmora's position
7 that the fund doesn't actually own the cash?

8 A. I do understand that.

9 Q. Okay. If you could turn to page 2,
10 section 5, use of proceeds.

11 A. Okay.

12 Q. Do you see a subsection B, and then under
13 that, C, where it says in no event shall proceeds
14 here under be used to pay?

15 A. Yes.

16 Q. Do you see that provision as superior to
17 the Oaktree DIP proposal?

18 ATTORNEY TAFT: Objection. Form.

19 A. Inferior.

20 Q. Okay. How about to the funding motion
21 itself?

22 A. Far, far, far inferior.

23 Q. Okay. And you see romanette one says
24 external research and development expenditures?

25 A. Yes.

1 Q. Okay. And then there's a romanette two
2 that says hiring new employees that is not expressly
3 authorized in the approved budget for such borrower.
4 Do you see that?

5 A. Yes.

6 Q. So do you have a view as to whether the
7 phrase that is not expressly authorized in the
8 approved budget for such borrower modifies both wore
9 an nets one or two you or just two?

10 A. I don't know. Two, I guess. Just two.

11 Q. Are you aware of whether it's been
12 Rigmora's position that no funds should be spent on
13 external research and development expenditures?

14 ATTORNEY TAFT: Objection. Foundation.

15 Q. You can answer.

16 A. Yes.

17 Q. Okay. And what's your awareness?

18 A. My awareness -- well, has been, you know,
19 discussions and objections that have been filed and
20 the Cayman proceeding.

21 Q. Okay. If you could turn to page 4,
22 section 9.

23 Do you see the second bullet point
24 notwithstanding the approved budgets?

25 A. Yes.

1 Q. Each borrower shall covenant to use
2 commercially reasonable evidence to limit any new
3 employees, external consultants, creditors or other
4 staffing arrangement to those that are necessary to
5 preserve value?

6 A. Yes.

7 Q. Is that a term that you typically see in a
8 DIP proposal?

9 A. No, in fact, that's what I referred to as
10 one of the handcuffs before.

11 Q. Okay. Is a covenant like that in the
12 Oaktree DIP proposal?

13 A. No.

14 Q. Is there anything like that in the second
15 funding motion?

16 A. No, because the second funding motion, and
17 the Oaktree DIP proposal vest the management of the
18 debtors to the GP pursuant to the LPA.

19 Q. Okay.

20 A. And they're not trying to take over the GP
21 in some back doorman inner.

22 Q. Got it?

23 ATTORNEY WINSTON: No further questions.

24 ATTORNEY TAFT: Just one follow up.

25 BY ATTORNEY TAFT

1 Q. Is it your expectation that if the funding
2 motion were approved, that the portfolio companies
3 would not use commercially reasonable efforts to
4 limit any new employees, external consultants,
5 contractors, or other staffing arrangements to those
6 that are necessary to preserve value?

7 A. I think the portfolio companies would
8 operate in their normal course of business.

9 Q. Okay.

10 ATTORNEY TAFT: No further questions.

11 THE WITNESS: Amen.

12 ATTORNEY WINSTON: Amazing. Thank you.

13 THE VIDEOGRAPHER: Before we go off, I'd
14 like to just get the orders on the record,
15 please. Thank you.

16 ATTORNEY WINSTON: I would like a rough.

17 ATTORNEY TAFT: Rough and probably an
18 expedited final.

19 THE VIDEOGRAPHER: Regarding the video,
20 would you like it synced or just the MP-4 on
21 its own?

22 (Discussion off the record.)

23 THE COURT: Synced videos and expedited
24 rough, please.

25 THE VIDEOGRAPHER: All right. The time is

7:10 p.m. We are going off the record.

(Proceedings were concluded at 7:10 p.m.)

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