Debevoise & Plimpton

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

February 12, 2026

BY EMAIL

Hon. Laurie S. Silverstein
United States Bankruptcy Court, District of Delaware
824 North Market Street
Wilmington, DE 19801

Re: *In re Apple Tree Life Sciences Inc. et al.*, Case No. 25-12177 (LSS)

Dear Judge Silverstein:

We write on behalf of the LPs[1] in response to the Debtors' motion to quash deposition notices and subpoenas issued by the LPs. Dkt. 294, "Motion to Quash." The Debtors' Motion attempts to avoid providing reasonable discovery needed to assess the Debtors' request to disperse tens of millions of dollars over the course of the next six months. Dkt. 228, "Funding Motion." The Debtors do not contend that the topics covered by the LPs' 30(b)(6) notices and subpoenas (the "Notices") are irrelevant. And yet, they have refused to prepare witnesses to provide that information for the relevant portfolio companies. The Court should deny the Motion to Quash and order the requested discovery.

The Notices seek critical information that portfolio company management should readily be able to provide – what the companies are working on, how much money they need, how the money will be used, and what they expect to accomplish with that funding – and the LPs were clear with the Debtors that they expected each deposition to take only about an hour and a half, and could be done via Zoom. *See e.g.*, Dkt. 294-1 at 11-15 (example of Notice). These formal notices were sent only because Debtors first offered, and then refused to provide, informal discovery aimed at these very same topics.

The Notices seek information to which the LPs are obviously entitled because it is relevant and proportional to the contested Funding Motion. The Debtors bear the burden of showing that the proposed funding is an appropriate exercise of their sound business judgment. 11 U.S.C. § 363(b)(1); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153–54 (D. Del. 1999); *accord In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983). This is particularly acute as the Debtors seek to provide millions of dollars of funding for portfolio companies that lack approved budgets.

I. The LPs' Efforts to Understand the Debtors' Requests for Funding

The LPs have attempted for weeks to understand the Debtors' request to disperse tens of millions of dollars to both Debtor and non-debtor portfolio companies, consistent with the Court's instruction that the "parties should talk." Dkt. 210, Second Day Hr'g Tr. at 165:1–9; *see generally*

[1] Parties in interest Rigmora Biotech Investor One LP, by its GP Unicorn Biotech Ventures One Ltd and Rigmora Biotech Investor Two LP, by its GP Unicorn Biotech Ventures Two Ltd (collectively, the "LPs").

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Dkt. 297-2 (email chain reflecting LPs' efforts to understand funding requests). In response, the Debtors have played for delay.[2]

Immediately after the Second Day Hearing on January 20, the LPs worked with the Debtors to schedule a meeting with Mr. Mandarino on January 22. During that meeting, the Debtors and Mr. Mandarino suggested that a budget and materials about the portfolio companies' scientific and financial prospects, which the LPs had requested, would be forthcoming. Debtors also proposed that the LPs retain a scientific expert to analyze those materials, suggesting that they would provide more information if the LPs did so.

In the weeks that followed, the LPs followed up on their requests for basic information about how the tens of millions of dollars that the Debtors seek to disperse will be used at the portfolio company level, and how that will benefit the Fund. *E.g.* Dkt. 297-2 at 13 (requesting the "'go-no-go' waypoint for each program and the amount of budget needed to reach that go/no-go decision point," the "next value-inflection point for each program and the amount of budget needed to reach that point"); *id.* at 11 (following up and reiterating request for "the various research plans that Dr. Harrison testified existed" to permit upcoming meeting "to be productive and not a check-the-box exercise"). Almost none of that information has been produced.

In the meantime, the LPs also served formal discovery requests seeking both documents and responses to interrogatories, which they previewed for the Debtors via email, in light of the Debtors' failure to provide information, while emphasizing that "if a consensual resolution can be found that is our first preference." Dkt. 297-2 at 19.

The LPs also engaged as an expert Dr. Paul Lu, a neuroscientist who holds both a Ph.D. and an MBA and who is also a managing director of the New York-based biotech investment firm RTW. During a meeting between the parties and Mr. Mandarino on February 3, the LPs asked the Debtors to arrange for meetings between Dr. Lu and representatives of the portfolio companies, and the Debtors agreed to do so. Dkt. 297-2 at 8.

But the following day, the Debtors changed course, and seized upon the LPs' engagement of Dr. Lu as their next excuse for withholding discovery.[3] On February 6, the LPs informed the Debtors that

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[2] The Debtors' refusal to provide even the most basic discovery on critical issues in dispute between the parties extends beyond the Funding Motion. Just last night, the Debtors told the Court that they had not responded to an interrogatory asking them to identify the material that the GP claimed to have reviewed in deciding to file the Fund-Level petitions because their response is not due until February 23. Dkt. 297 at 4 n.3. That is false. The Debtors did respond to the interrogatory by the agreed-upon February 2 deadline for substantially completing document discovery for the Motion to Dismiss. Dkt. 248. In that response, Debtors made clear that they would not identify the relevant documents. Ex. A at 15-16 (Interrogatory 8).

[3] Although they now deny it, on February 9 Debtors said they would "curtail any discovery responses and will limit production to: (1) historical financial information; (2) budgets provided to date; and (3) budgets scrubbed of any confidential or proprietary information." Ex. B, Debtors' Letter, at 3-4. The LPs accordingly moved to compel the Debtors to comply with their discovery obligations. Dkt. 285; *see also* Ex. D, LPs' Letter.

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"we have not heard back from you confirming that you will make good on the offer to set up the calls for Dr. Lu to talk with the portfolio companies seeking funding. Given the time constraints, we have no choice but to send out 30(b)(6) notices and third-party 30(b)(6) notices for each of the portcos requesting funding." Dkt. 297-2 at 5. Debtors did not schedule the meetings, even after the LPs provided exhaustive responses to the Debtors' questions about Dr. Lu and RTW. Dkt. 297-2 at 1-2.

In light of Debtors' refusal to provide the information needed to assess the requests to disperse tens of millions of dollars over 26 weeks in the Funding Motion, the LPs requested on February 7 that the Debtors provide budget information necessary to develop a short-term bridge funding proposal. Ex. C; Ex. E, "PortCo Detail." Debtors have not done so.

II. The LPs Serve 30(b)(6) Notices and Subpoenas

On February 9, the LPs served notices on seven Debtors before the Court (Apertor, Evercrisp, Initial, Marlinspike, Nereid, Nine Square, and Red Queen) who are collectively seeking $21.5 million, as well as three subpoenas to non-Debtors Aethon, Aulos, and Replicate, which collectively seek $17.9 million.

Each portfolio company is a standalone company with standalone programs and standalone needs. Each portfolio company is seeking millions of dollars of additional funding. The Notices seek testimony from each of the portfolio companies that will help the LPs and this Court evaluate whether additional funding serves the Fund's best interests. That information includes:

- Each portfolio company's "ongoing and planned research programs."
- Each portfolio company's "next value inflection point, the probability of reaching that inflection point, and the resources needed to reach that inflection point."
- Each portfolio company's "understanding of what the requested funding . . . will be used for and accomplish."
- Each portfolio company's "understanding of what the impact on the [portfolio company would be] if the funding . . . is not provided."

None of this information is controversial and all of it must have been discussed before the requested budget was submitted if the Fund's interests were considered. If not a single portfolio company has a single employee who could speak to these issues, that is relevant too.

Cognizant of the volume of depositions noticed, the following day, the LPs explained by letter that the depositions could be "short and conducted via Zoom." Ex. D, LPs' Letter at 7.

Not a single portfolio company served responses and objections to the Notices. On February 11, they all asked to meet and confer at 4:00 pm. The LPs obliged and again explained that depositions could be brief (only an hour to an hour-and-a half). Consistent with the prior discussions about informal discovery, the LPs explained that the depositions could be done remotely around

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management's schedules, and proposed that a couple individuals be designated to cover multiple portfolio companies given certain overlap in personnel across companies. The LPs specifically suggested that some of Debtors' existing witnesses, such as Dr. Eisenberg, could be prepared as 30(b)(6) representatives for the portfolio companies with which they are familiar. Those offers were not accepted and the parties reached an impasse.

III. There Is No Basis to Quash the Notices

It is elementary that the LPs are entitled to discovery on the Funding Motion. Fed. R. Civ. P. 26(b)(1) ("Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case."); *see also* Fed. R. Bankr. P. 9014(c) (making Fed. R. Bankr. P. 7026 applicable in contested matters); 7026 (incorporating Fed. R. Civ. P. 26); *In re Energy Future Holdings Corp.*, 513 B.R. 651, 656 (Bankr. D. Del. 2014) ("The primary issue for determination before the Court . . . is whether the documents and information sought relate to any of the legal or factual issues in dispute." (citations omitted)); *In re Anderson News, LLC*, 615 B.R. 45, 50 (Bankr. D. Del. 2020) ("Because the standard for discovery is broad, discovery is ordinarily allowed under the concept of relevancy unless it is clear that the information sought can have no possible bearing upon the subject matter of the action.").

There does not appear to be any real dispute that the discovery sought in the Notices is relevant to the Funding Motion. Debtors' suggestion that it is the GP's business judgment that is at issue here does not alter the fact that this information from the portfolio companies is critical to evaluating that business judgment, and that the GP has had the benefit of discussions with portfolio company management that it now seeks to deny the LPs. Although Debtors now assert that the topics are "wide-ranging," they have not proposed a narrower set or objected on that basis.

The Debtors' remaining arguments in the Motion to Quash also fail:

First, Debtors' claims of undue burden are entirely unconvincing.[4] The testimony sought (as described above) is obviously proportional to the request to disperse tens of millions of dollars in funding. The LPs seek testimony from ten separate portfolio companies, seven of whom are themselves Debtors before this Court, and each of whom should be able to make a representative available to speak to that company's piece of the tens of millions of dollars that the Funding Motion seeks leave to spend. The Notices seek information that portfolio company management should already know well. As the LPs have repeatedly made clear, these depositions do not need to be long – an hour to an hour and a half will suffice – and there are witnesses who could speak to several companies in one sitting. The Debtors have moved for leave to retain no less than four U.S. law firms, which should collectively be able to handle the depositions. Insofar as Debtors

[4] Counsel's attempts to rely on service technicalities to avoid producing 30(b)(6) representatives for non-Debtor portfolio companies that Dr. Harrison and Mr. Mandarino purport to be in frequent contact with is difficult to comprehend, given that Replicate seeks $7.5 million, Aulos seeks $4.5 million, and Aethon seeks $2.2 million in funding. Non-Debtors that seek to avail themselves of millions of dollars in funding should make themselves reasonably available to explain why.

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cannot make that timing work, the solution is short-term bridge financing and delaying the hearing, not depriving the LPs of discovery.

Second, Debtors' suggestion that they are "left guessing why Rigmora wants these depositions now" is disingenuous. As discussed above, the LPs served the Notices because the Debtors refused to set up calls with the portfolio companies on a consensual basis. The Notices obviously seek information that is relevant to the Funding Motion, not the Motion to Dismiss or Lift-Stay Motion. As Debtors well know, the Motion to Dismiss seeks to dismiss the Chapter 11 petitions of the Fund-Level Debtors – the Fund and the GP – and not the portfolio companies. Dkt. 204 at ¶ 16.

Third, the Debtors' suggestion that the LPs need to decide whether to object to funding ***before*** discovery is provided is nonsensical. The requested discovery is sought to inform the LPs' position and to see if common ground can be reached where each party gives and gets in the effort to reach a compromise. It cannot be that the LPs can only get the information necessary to engage in those discussions if they pre-commit to providing the requested funding.

Fourth, the information sought is not otherwise available. Mr. Mandarino has disclaimed this type of detailed knowledge of the portfolio companies, and if Dr. Harrison were capable of providing it then the portfolio companies would presumably have designated him as the 30(b)(6) deponent. The LPs have repeatedly asked for the scientific and financial basis for the portfolio company budgets. On January 29, the Debtors provided the LPs with a summary and inadequate document that provided only some of the requested information and only for some of the Debtors. Ex. F, "Portco Detail." The same information was included in the Second Funding Motion. Dkt. 228 ¶ 24. On February 9, the Debtors responded to interrogatories seeking the still-not-provided information by again copying the information from the January 29 email. Ex. J, R&Os to Jan 30 RFPs and ROGs. The same day, Debtors informed the LPs they were actively withholding contemporaneous information as described in footnote 3 above.

Fifth, the Debtors' reliance on Dr. Lu's involvement is misplaced. The LPs brought Dr. Lu into the picture at the Debtors' request. The Debtors asked that the LPs provide them with a scientist to give them another perspective so that they need not rely exclusively on Dr. Harrison and his team. In any event, the Debtors' recent submissions contain allegations that are categorically false. RTW does not rely on any information that had not already been made public in preparing the two presentations that Debtors cite.[5] The information that Debtors say must have come from non-public sources is in fact a projection based on information on Deep Apple's website. *Compare* Ex. G, Illustrative Timeline, *with* Ex. H, Deep Apple Website, "Our Programs."

[5] Those decks are attached here and filed under seal. Exs. G and I. They were marked highly confidential because of economic terms relating to RTW's provision of services.

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Respectfully,

/s/ Shannon Rose Selden

Shannon Rose Selden

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

[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.

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 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 INTERROGATORIES[2]

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

Respectfully submitted,

/s/ L. Katherine Good

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

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

-and-

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

Proposed Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

quinn emanuel trial lawyers | los angeles
700 Louisiana Street, Suite 3900, Houston, Texas 77002 | TEL (713) 221-7000 FAX (713) 221-7100

WRITER'S DIRECT DIAL NO.
(713) 221-7227

WRITER'S EMAIL ADDRESS
pattytomasco@quinnemanuel.com

February 9, 2026

VIA E-MAIL

John H. Knight
Michael J. Merchant
Daniel E. Kaprow
Clint M. Carlisle
Nicholas A. Franchi
Richard, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801

Shannon Rose Selden
M. Natasha Labovitz
William H. Taft V
Zachary H. Saltzman
Natascha Born
Carl Micarelli
Sebastian Dutz
Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, New York 10001

Re: Discovery

Counsel:

We write in response to your various discovery missives. Since just Friday February 6, 2026, you have sent no fewer than ten different emails on different various discovery issues even though you clearly did not require any discovery before filing your dismissal motion and stay relief motion and, in the case of the funding motion you are not acting in a manner that suggests discovery will make any difference—you intend to object, you will try to hold some portfolio companies hostage (as you have done in the past), and ultimately the court will have to decide.

Your Failure To Comply With Served Discovery

We start with the obvious deficiencies in Rigmora's productions. To date, Rigmora has only produced 15 emails dated after October 1, 2025. Seven of those are communications are emails between Quinn Emanuel and Debevoise. That means that Rigmora has only produced eight responsive emails dating from October 1, 2025, to December 9, 2025.

Setting aside the fact that this strongly suggests that you are intentionally withholding responsive documents, the Debtors have learned that in the October-December 2025 time period, Rigmora was working with RTW to monetize and take control of the Debtors' assets. RIGMORA_BK00018919 (November 20, 2025); RIGMORA_BK00018910 (December 18, 2025). Indeed, in your latest broadside from Sunday, you admit that Rigmora has been engaged in "contingency planning" to raise capital for the portfolio companies (including ones that your winding up petition lists as "hopeless investments") which, of course, directly undermines the material bases for the winding up petition and the reason for seeking dismissal in favor of a liquidation overseen by third-party liquidators.

More astonishingly, Rigmora failed to produce the communications that go along with these RTW presentations. We demand that you immediately produce all communications between Rigmora and RTW, including text (or similar) messages and notes of calls. We also demand that you immediately produce all communications between Rigmora and any proposed liquidators, including the two individuals at Alvarez & Marsal whom you identified as proposed joint liquidators. If you do not confirm that you will do so by Tuesday, February 10, 2026, we will bring this matter to the Court's attention.

Moving on to your privilege log, you have withheld a number of emails that do not have any counsel involved and do not appear to be privileged. *See, e.g.*, PRIVLOG00000022-25. You have also withheld a number of emails that appear to relate the Debtors' financial condition and do not appear, based on the information provided to us, to implicate any legal advice. *See, e.g.*, PRIVLOG00000012-15, 151-158. You have also withheld a number of communications that appear to discuss outreach to third party investors, that again, do not appear, based on the information provided to us, to implicate any legal advice. PRIVLOG00000091-93. To mirror your own words:

> "Please produce all documents … in advance of depositions, or, if you intend to continue to withhold them, provide a detailed explanation of the basis for your assertion of privilege by Tuesday, February 10. While we have identified illustrative examples within the categories, we expect [Rigmora] to perform their own diligent re-review in accordance with their discovery obligations."

You also have yet to identify your Rule 30(b)(6) witness. You seem intent on hiding the individual's identity until the last second. Identify the individual by no later than 12 noon ET on Tuesday, February 10, 2026. Moreover, your objections to the notice of Rule 30(b)(6) deposition topics 7 and 8 fail. Either withdraw your allegations on these topics or put up a witness to testify about your allegations.

Finally, please confirm Mr. Phillips is available for deposition on February 22, 2026, by no later than Wednesday February 11, 2026. We of course have accommodated his schedule due to his medical reasons, but we need to know whether he is going to be available to be deposed with minimum sufficient time ahead of the February 25, 2026 hearing. If he is not, you will need to proceed without his testimony or we will have to continue the hearing.

Rigmora's Violations Of the LPA

The Debtors have very serious concerns about the information received in discovery that indicate that Rigmora has violated the terms of the LPA with respect with "Partnership Information." In particular, Sections 12(c), 16(d)(iv), 16(d)(vii)(B) all prohibit the dissemination of confidential and proprietary information about the Debtors' and the Portfolio Companies' information to *any party* absent the consent of the General Partner.

The information contained in RIGMORA18910 and RIGMORA18919 evidences that Rigmora shared Partnership Information with RTW and continues to share confidential information with RTW and Dr. Lu. This calls into question the very purpose of the discovery that Rigmora now seeks under the guise of potentially agreeing to any funding from the proceeds of the Chancery Court litigation in which Rigmora was found to be (again) in breach of the LPA. Simply stating that no Partnership Information (as you stated without evidence) was shared ignores that the Debtors seek ***all communications*** between you, Rigmora and RTW, which you so far have failed to produce without justification.

The LPA provides that "(viii) In addition to any other remedies available at law, the Partners agree that, to the fullest extent permitted by law, the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in Paragraph 16(d)(i) and (iv)." The Debtors will seek discovery to document the nature and extent of Rigmora's *additional and continuing* breaches of the LPA and will seek appropriate injunctive relief and damages. Until then, the Debtors will not provide any confidential or proprietary information to Rigmora until Rigmora: (1) retrieves from Dr. Lu or any other employee or agent of RTW any and all information provided to them regarding the Debtors or the Portfolio Companies; (2) catalogs and documents information provided to Dr. Lu or RTW; and (3) compensates the Debtors for the effect of any breach of the LPA as determined by the General Partner.

In addition, the automatic stay prohibits Rigmora from purporting to sell or market the Debtors' assets to third parties as the RTW decks show Rigmora to have done—which also forms part of Rigmora's pattern and practice of ignoring the stay and its contractual obligations under the LPA. *See In re All Trac Transp., Inc.*, 306 B.R. 859, 908 (Bankr. N.D. Tex. 2004) (creditor violated the automatic stay for which it would be subject to contempt by paying the pre-petition license fee claim; by the letters to All Trac's customers dated August 15, 2002, and September 19, 2002; by exercising control over property of the bankruptcy estate).

The Debtors therefore have no choice but to curtail any discovery responses and will limit production to: (1) historical financial information; (2) budgets provided to date; and (3) budgets scrubbed of any confidential or proprietary information. In addition, the Debtors will seek discovery of all communications with RTW and Dr. Lu. Dr. Lu cannot have been an innocent choice as a purported "expert," whether testifying or not. No reasonable person could conclude that Dr. Lu could provide unbiased expert testimony given RTW's competitive interests and those of Dr. Lu in picking over the Debtors' assets for their own purposes.

Rigmora's Discovery – Motions to Dismiss and Relief from Stay

We will now move on to your discovery, starting with discovery related to your motions to dismiss and for relief from stay. To start, we now know that your discovery campaign is designed solely to harass and attempt to overwhelm the Debtors and to obtain through discovery information to subvert the Debtors' restructuring efforts. You filed the original dismissal motion on December 12, 2025, and sought to have it heard on December 17, 2025. The amended dismissal motion does not change the substance at all. In other words, you were clearly ready to proceed with both motions nearly two months ago. It was not until it became clear those motions would not be heard on your preferred timeline that you started your campaign of discovery harassment. We reiterate: these are your motions, and if you did not have enough evidence to support the relief you requested, which appears to be the case, you should not have filed them.

The Debtors, for their part, have been exceptionally cooperative. Despite the fact that you sat on your hands for over a month, the Debtors agreed to review nearly 25,000 documents in seven business days, and incurred extraordinary costs to meet your demands. We address several points below.

1. Your repeated requests for us to create a privilege log that you already have are nonsensical. As we have explained to you, ATPBK_00000001-6237 is simply a reproduction of documents produced to Rigmora in Cayman Islands litigation—there was no additional collection or review and the Debtors therefore have not withheld anything. You should have addressed any questions you had about privilege in that litigation. Indeed, Rigmora received privilege logs in connection with that production on October 22, 2025, October 9, 2025, and November 25, 2025. The bates numbering is identical, the only difference are the Bates prefixes, and we have provided you a bates cross-reference. Stop the harassment.

2. With respect to your challenges to the Debtors' privilege assertions, the Debtors are undertaking a review of the privilege log and will produce any documents that "fall off" that log. We will otherwise respond to your questions in due course and only to the extent required.

3. You have also requested a number of other documents related to the valuation of certain of the Debtors. However, as discussed above, we learned that you have engaged Dr. Lu as a consultant, even though Dr. Lu works with RTW, who Rigmora has been actively working with to take control of and monetize the Debtors' assets, including ownership stakes in portfolio companies that you represented to multiple courts as being "hopeless" investments and you have repeatedly objected to attempt to adequately fund them. While we are more than willing to produce relevant documents, the confidentiality order permits Rigmora to share even "Highly Confidential" information with "consultants," and therefore, we cannot produce any more documents other than as stated above.

Rigmora's Discovery – Funding Motion

We disagree with a number of the statements in your February 7, 2026 email, as they contain mischaracterizations of our conversation. We will not repeat them all here, but will address them as necessary to respond to the actual requests.

To start, Rigmora has requested a number of documents that deal with the Debtors' research. That research is highly sensitive commercial information, and its disclosure to those that seek to harm the Debtors for their own gain will be value-destructive. As such, the Debtors will only produce responsive documents to the extent stated above, and only on the condition that Rigmora and all of its counsel state in writing that they will share *any* documents the Debtors produce to Dr. Lu or RTW.

With respects to Requests 1 and 2, as we explained during the meet-and-confer, the Chancery productions, Cayman productions, and productions in connection with the motions to dismiss and relief from stay substantially overlap with these requests. For example, the request for funding proposals substantially overlaps with your prior requests. *See* 2025.12.24 Requests for Production Nos. 19, 20 22, 23, 25. The Debtors will undertake reasonable searches to determine if there are any documents that can be easily gather and produced, to the extent stated above.

With respect to Requests 3 and 4, the Debtors will not produce exit financing and DIP term sheets while negotiations are ongoing. The Debtors will produce those documents at the appropriate time.

With respect to Requests 5 and 6, you stated that Rigmora already has versions of these documents dated November 7, 2025. The Debtors will undertake reasonable searches to determine if there are any documents that can be easily gathered and produced from after that date, to the extent stated above.

With respect to Requests 7, 8, and 10, the Debtors will undertake reasonable searches to determine if there are any documents that can be easily gathered and produced, to the extent stated above.

With respect to Request 11, it is abundantly clear that this Request is designed solely to harass the Debtors and is not relevant to any issue in the funding motion.

With respect to Request 12, we will search for and produce presentations that were shared with third parties post-petition, but will not produce any documents created for a potential DIP or exit financing party until the appropriate time. The Debtors will only produce these documents on the conditions and to the extent stated above.

With respect to Request 13, the Debtors will undertake reasonable searches to determine if there are any high-level summaries of data, and to the extent such high-level summaries exist, will produce them, to the extent stated above.

With respect to Request 14, the Debtors will undertake reasonable searches and produce documents they can locate as a result of those searches, to the extent stated above.

Depositions

With respect to deposition scheduling, we are in agreement on Mr. Mandarino for February 18, 2025 and Rigmora's 30(b)(6) deposition for February 15, 2025, but you must identify that deponent(s) by no later than February 10, 2026 at noon ET. We have provided February 10, 2026 for Dr. Harrison or February 11, 2026 before 3:00 p.m. If those dates do not work, Dr. Harrison can be available on February 17, 2026. Finally, please provide availability for Dr. Lu and confirmation that Mr. Phillips will be available on February 22, 2026. If he is not medically cleared by that date, we will object to you proceeding with the hearing on February 25, 2026 to the extent to seek to rely on any expert testimony from Mr. Phillips. We reserve all rights to object to or seek to quash the deposition notices you served on the Portfolio Companies seeking funding.

***

Finally, last week you wrote an e-mail to Mr. Mandarino directly, without obtaining permission from us first, and made threats against him. That violates ethical rules applicable to you. Going forward, under no circumstances are you to contact any representative of any Debtor without first obtaining express written consent from Debtors' counsel.

Second, Rigmora's scorched-earth discovery makes little sense to us. It does not nothing to resolve the matters that are actually at stake.

Very truly yours,

/s/ Patricia B. Tomasco

Patricia B. Tomasco

EXHIBIT C

From: Taft, William
Sent: Saturday, February 7, 2026 5:56 PM
To: 'Patty Tomasco'
Cc: Perry Mandarino; Elise Melconian; Labovitz, Natasha; Alain Jaquet; Saltzman, Zachary H.; Rachel Harrington; Eric Winston
Subject: RE: Budget Request

Patty,

We will be responding to your email promptly, so let's please try and make progress on this separate request about potential bridge funding. It should not take long for Perry's team to provide the requested information.

Thanks,
Will

William H. Taft V | Partner & Chief Financial Officer | Debevoise & Plimpton LLP | whtaft@debevoise.com | +1 212 909 6877 | 66 Hudson Boulevard, New York, NY 10001 | www.debevoise.com

From: Patty Tomasco <pattytomasco@quinnemanuel.com>
Sent: Saturday, February 7, 2026 1:31 PM
To: Taft, William <whtaft@debevoise.com>
Cc: Perry Mandarino <pmandarino@brileysecurities.com>; Elise Melconian <emelconian@brileysecurities.com>; Labovitz, Natasha <nlabovitz@debevoise.com>; Alain Jaquet <alainjaquet@quinnemanuel.com>; Saltzman, Zachary H. <saltzmzh@debevoise.com>; Rachel Harrington <rachelharrington@quinnemanuel.com>; Eric Winston <ericwinston@quinnemanuel.com>
Subject: Re: Budget Request

Are you refusing to answer our questions?

Patty Tomasco
Partner
Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana Street, Suite 3900 | Houston, TX 77002
T +1 713 221 7227 F +1 713 221 7100 M +1 512 695 2684

On Feb 7, 2026, at 12:29 PM, Taft, William <whtaft@debevoise.com> wrote:

[EXTERNAL EMAIL from whtaft@debevoise.com]

Hi Patty,

As you are aware there are multiple workstreams. I am focused here on the second funding motion that will be heard on February 19th. Can the Fund's CRO respond to my request for budget information relevant to a potential bridge funding proposal?

Will

William H. Taft V | Partner & Chief Financial Officer | Debevoise & Plimpton LLP | whtaft@debevoise.com | +1 212 909 6877 | 66 Hudson Boulevard, New York, NY 10001 | www.debevoise.com

From: Patty Tomasco <pattytomasco@quinnemanuel.com>
Sent: Saturday, February 7, 2026 1:19 PM
To: Taft, William <whtaft@debevoise.com>
Cc: Perry Mandarino <pmandarino@brileysecurities.com>; Elise Melconian <emelconian@brileysecurities.com>; Labovitz, Natasha <nlabovitz@debevoise.com>; Alain Jaquet <alainjaquet@quinnemanuel.com>; Saltzman, Zachary H. <saltzmzh@debevoise.com>; Rachel Harrington <rachelharrington@quinnemanuel.com>; Eric Winston <ericwinston@quinnemanuel.com>
Subject: Re: Budget Request

William,

Are you refusing to respond to our diligence inquiries regarding information provided to RTW or Dr. Lu?

Our correspondence sought information prior to proceeding and to transmogrify that request into a refusal defies logic.

Please respond to our information request so that we can assess whether Rigmora is providing information to a competitor or otherwise exercising control over property of the estate.

Patty Tomasco
Partner
Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana Street, Suite 3900 | Houston, TX 77002
T +1 713 221 7227 F +1 713 221 7100 M +1 512 695 2684

On Feb 7, 2026, at 11:56 AM, Taft, William <whtaft@debevoise.com> wrote:

[EXTERNAL EMAIL from whtaft@debevoise.com]

NOT A SETTLEMENT COMMUNICATION -- NOT SUBJECT TO 408 OR EQUIVALENT

Dear Perry,

Based on yesterday's email from Ms. Tomasco, it seems the Debtors have determined not to provide Rigmora and its scientific advisor access to information necessary to assess the Debtors' proposed 26-week budget and second funding motion. That is unacceptable and will require time to resolve. We also have multiple outstanding document requests and interrogatories that seek information relevant to the funding motion. As you are also aware, the Court will be considering Rigmora's motion to dismiss the bankruptcy petitions filed by the Fund and GP on February 25th. Finally, the Debtors have indicated that they will be appointing an independent director to protect the interests of the Fund, as distinct from other Debtors, in an attempt to mitigate the obvious conflict of interest that arises from your (and other advisors') concurrent roles for the Management Company, GP, Fund and Portfolio Companies.

Under these circumstances, the Debtors cannot reasonably insist on approval of a full 26-week budget prepared by conflicted fiduciaries for the benefit of debtor portfolio companies that have failed to attract capital from any source other than the Fund (even from DIP lenders, who you testified were not interested in providing funding to individual portfolio companies).

We believe a possible solution is a short-term bridge funding arrangement that allows for use of some of the $97 million currently held in a segregated account for purposes other than it was originally called for. In order to inform a proposal for such a short-term bridge funding arrangement, please provide the following information as soon as possible:

1. For each portfolio company, the amount of incremental funding (over and above amounts approved in the First Funding Order, [Doc. #206]) required for six (6) weeks of operations starting on February 21st and ending on April 3rd. (From our review the First Funding Order it appears some portfolio companies are funded into April or beyond, but you will have access to the actual spending details.)
2. For each portfolio company, the subset of that incremental funding for that same 6 week period that is budgeted for (i) external R&D spending and (ii) new hires.
3. For the management company, the amount of incremental funding (over and above amounts approved in the First Funding Order) required for six (6) weeks of operations starting on February 21st and ending on April 3rd.

Rigmora reserves all of its rights.

Sincerely,

Will

William H. Taft V | Partner & Chief Financial Officer | Debevoise & Plimpton LLP | whtaft@debevoise.com | +1 212 909 6877 | 66 Hudson Boulevard, New York, NY 10001 | www.debevoise.com

EXHIBIT D

Debevoise & Plimpton

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

February 10, 2026

BY EMAIL

Patricia B. Tomasco
Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana St., Suite 3900
Houston, TX 77002

L. Katherine Good
Potter Anderson & Corroon LLP
1313 N. Market Street, 6th Floor
Wilmington, Delaware 19801

In re Apple Tree Life Sciences Inc. et al. (No. 25-12177) Re: Discovery

Counsel:

We write on behalf of Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP (the "LPs") in response to your letter dated February 9, 2026 ("Ltr."). We do not address each and every misstatement in your letter; that would not be productive. Instead, we write to make four overarching points: (1) your near-blanket refusal to produce documents because of Dr. Lu's retention is improper and will be the subject of a motion to compel, (2) even putting aside your refusal to produce, your positions as to the requests served by the LPs in connection with both the motion to dismiss and the second funding motion are unsupportable, (3) deposition schedules must be nailed down, and (4) your assertions of deficiencies in the LPs' productions are baseless.

RTW and Dr. Lu

As we have repeatedly told you, your concerns about Dr. Lu's retention are entirely misplaced. RTW is a respected biotech investment company based in New York that provided preliminary views based on information that had already been made public *before* the Court of Chancery had issued its post-trial decision. The purpose of the LPs' interaction with RTW was to consider the management of the Fund's assets if the Cayman Court wound up the Fund, the Portfolio Company shares were distributed to the Fund's limited partners in kind, and the 98% LPs were freed from their conflicted and hostile GP. That outreach was consistent with the LPs having invested essentially all of the capital – billions of dollars – into the Fund, and the fact that the assets of a Cayman exempted limited partnership are held ***on trust*** by the GP ***for the benefit of the LPs***—our clients. A second deck was created in December, again using only information that had already been made public.

Rigmora did not and is not marketing or selling assets to RTW. Likewise, your suggestion that Rigmora has violated the automatic stay by communicating with RTW or engaging in contingency planning is unfounded. It is not clear whether you read the case cited in your letter, *In re All Trac Transp., Inc.*, 306 B.R. 859, 908 (Bankr. N.D. Tex. 2004), but if you did, you know that the stay violations found to have occurred there involved acts such as the creditor's collection of pre-petition

obligations by applying funds in the creditor's possession, sending letters to customers requesting payment to the creditor, and the creditor's transfer of funds to a control account where the debtor had no access instead of a reserve account where it did. Equating these acts with Rigmora's contingency planning or communications with RTW is unsupportable.

In any event, whether or not RTW looked at the assets and expressed interest in them, or the LPs had plans for how to maintain the value of their investment after the winding-up via the Cayman trial, has absolutely no bearing on whether the Fund-Level Debtors filed these bankruptcy cases in good faith or the cases should be dismissed; it has no bearing on the lift-stay motion; and it has no bearing on Debtors' funding motion. The Debtors are obligated to provide, and the LPs are entitled to receive, discovery in connection with each of those motions.

As for Dr. Lu, we have already explained to you the basis for his retention as an expert and consultant and what role we intend him to play in the upcoming motions. Your lengthy letter displays a willful ignorance of information you indisputably know. As a reminder, and as reflected in the engagement letter and protective order acknowledgment we have already shared with you, Dr. Lu was engaged in his individual capacity as an expert on January 31, 2026 and signed onto the parties' agreed-upon protective order on February 2, 2026. Under both the terms of the protective order and the LPA itself, nothing improper was shared with Dr. Lu. *See* LPA Paragraph 16(d)(iv) (providing that the "General Partner hereby consents to the disclosure by each Limited Partner of Partnership Information to such Limited Partner's accountants, attorneys, board members and similar advisors bound by a duty of confidentiality"); Dkt. 246, Protective Order ¶ 13(b) (Confidential and Highly Confidential material may be "given, shown, made available or communicated" to "professionals, industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the Parties (or any other persons or entities who become bound by this Order by signifying their assent through execution of an Acknowledgment) in connection with the Chapter 11 Cases in each case only as necessary to assist with or make decisions with respect to the Chapter 11 Cases"); Protective Order Declaration of Acknowledgement ¶ 2 (Dr. Lu certifying that he "will not use Discovery Material for any purpose other than as permitted by the Order, and will not disclose or cause Discovery Material to be disclosure to anyone not expressly permitted by the Order to receive Discovery Material").

Finally, your refusal to produce indisputably relevant documents because of manufactured concerns that have no basis in reality is not supported by the FRCP or FRBP—as you already know—and the LPA (which you may not). In particular, Section 16(d)(xiii) provides: "Paragraph 16(d) shall not be applied to authorize any information to be withheld from, or any access to any information to be limited in respect of," the LPs. The LPs' requests for information about the Fund and its financial condition are clearly authorized by the LPA, Cayman law, and the Federal Rules of Civil Procedure. If the Debtors and their counsel withhold the information covered by these requests, they will be in breach of the LPA, the LPs' rights to information under Cayman statutory law (*see* ELP Act Section 22) and their professional obligations, with all of the attendant consequences.

Debtors' Discovery Obligations

Motion to Dismiss

The LPs have sought discovery that is relevant and proportional to their motion to dismiss. Although the information available to the LPs when they moved to dismiss was sufficient to evidence bad faith and a lack of any financial distress, the LPs are undisputedly entitled to discovery from the Debtors on this contested motion. And despite Debtors' unfounded accusations of a "discovery campaign" that "is designed solely to harass and attempt to overwhelm," Debtors do not actually identify any discovery request that they contend is unreasonable. Ltr. at 4.

Nor have Debtors been "exceptionally cooperative." Ltr. at 4. As you know, Debtors waited a full month after the LPs served RFPs to begin collecting documents and then insisted that they could not review documents at a third of the pace that Quinn – by its own admission – maintained in the Court of Chancery proceedings. When Debtors finally started producing documents, they did so in a haphazard fashion replete with deficiencies. Debtors' attempts to justify those deficiencies in their most recent letter are wholly insufficient:

First, Debtors contend that the LPs' request that they provide metadata for documents over which they are asserting privilege – in the form of a privilege log and an overlay – is "harassment." Ltr. at 4. That is silly. Debtors produced documents in this proceeding in the U.S. Bankruptcy Court for the District of Delaware, and they must justify their assertions of privilege in connection with those documents under the FRCP and FRBP. It is now a full week past the deadline in the Scheduling Order for the provision of privilege logs. Please provide the overlay and the log today.

Second, Debtors' assertion that they may or may not respond to the LPs' questions on privilege and may or may not produce more documents as a consequence is obviously insufficient. The LPs had identified the following deficiencies in Debtors' privilege log, which require immediate attention, fulsome responses, and production as soon as possible in light of the upcoming depositions and hearings. As we asked over the weekend, please get back to us and produce additional documents today.

- **Financial Information**: Debtors' financial condition is squarely at issue in this proceeding, yet Debtors are withholding broad swaths of documents that based on the available metadata contain financial facts and analysis without any legal analysis. *See, e.g.*, Priv Log 09949-00010_L0019_00011638 (July 9, 2025 email about updated portfolio company valuation by accounting firm Williams Marston); Priv Log 09949-00010_L0132_00003235 (November 18, 2025 email from Seth Harrison to Pluris Valuations re: "ATP – Valuation Update"); Priv Log 09949-00010_L0123_00001516 and 09949-00010_L0123_00001516.0001 (email with Browne Consulting with subject: "Re: Updated financial info" and attachment titled "Marlinspike - AP Aging 9-19-25.xlsx").

- **Pre-Retention Communications with B. Riley**: Debtors have represented in their retention application that their engagement with B. Riley was only finalized on December 9, 2025. Dkt. 131-3 at 27. Yet Debtors have withheld or redacted responsive communications with B. Riley from as early as December 1, 2025 when B. Riley was in

the process of clearing conflicts as a prospective chief restructuring officer ("CRO"). *See* Priv Log 09949-00010_L0134_00000080 (December 1, 2025 email from Perry Mandarino to Patty Tomasco with subject "Texas roots...not sure if enough"); ATPBK_00035051 (redacted B. Riley email thread from December 8, 2025 in which P. Mandarino writes "[t]hey *may* want me to be CRO") (emphasis added).

- **Third-Party Communications**: Debtors have redacted or withheld documents and communications shared with external parties for which Debtors have made no showing of privilege or common interest, such as communications with potential investors. *See* ATPBK_00005395 (redacted August 7, 2025 email between S. Harrison and third-party Corient during negotiation of CDA for potential portfolio "lift-out") Priv Log 09949-00010_L0130_00000199 (November 21, 2025 email thread with Omni Bridgeway with subject "Intro meeting with ATP").

- **Press Relations Communications:** The privilege logs contain hundreds of entries in which Sally Jacob, a non-lawyer with a press and media relations function, appears to be providing PR (and not legal) advice, including about editing Wikipedia entries. *See* Priv Log 09949-00010_L0132_00001288 (December 6, 2025 email from S. Jacob to S. Harrison with the subject "edits to DR Wikipedia entry Apple Tree Partners section."); Priv Log 09949-00010_L0019_00009188 (June 20, 2025 email from S. Jacob to third-parties Steven.Altschuler@ucsf.edu and lani.wua@gmail.com with subject line "Confidential: Family Office litigation (sent on behalf of Seth Harrison)"); Priv Log 09949-00010_L0105_00008879 (June 19, 2025 email from S. Jacob to S. Harrison with subject line "ATP press release – proposed text").

- **Dr. Harrison's Personal Estate Planning**: Neither Dr. Harrison nor his family trust Les Pommes are Debtors. However, Debtors have logged and withheld responsive communications in their possession between Dr. Harrison and various advisers (such as wealth management services firm Corient) about Dr. Harrison's personal estate in the leadup to the Chapter 11 filings. *See* Priv Log 09949-00010_L0124_00006196 (and family) (October 27, 2025 email chain "RE: Trust Decant - Le Petit to 2015 Sub-Trusts & 2025 Trusts"); Priv Log 09949-00010_L0124_00002053 (November 11, 2025 email from S. Harrison to D. Finkelman re "Seth's proposed transfers").

Third, as discussed above, Debtors' refusal to address substantive gaps in their production that the LPs identified in their February 8 email on the basis of Dr. Lu's retention is unacceptable. Fundamentally, it appears that the Fund-Level Debtors have not produced or identified whatever set of materials it is that they relied upon to assess their supposed financial distress when they filed their Chapter 11 petitions. *See* Debtors' Response to Interrogatory No. 8 (refusing to identify the "materials presented by, or on behalf of the General Partner's management and its advisors" referenced in the written resolutions signed by Dr. Harrison deciding to place the Fund-Level Debtors into Chapter 11 bankruptcy). We again ask you to produce these documents, identify them to the extent they have been produced, or confirm they do not exist. Please do that today.

Second Funding Motion

Even putting aside your blanket refusal to produce documents because of the unfounded concerns attendant to the retention of Dr. Lu, your position on discovery in connection with the Second Funding Motion is unsupportable. The targeted and limited requests propounded by the LPs were intended to consist largely of "go get" documents that should have been readily available and which we had hoped would have been provided without resort to formal discovery. We did not get them through either channel.

Your efforts to portray the LPs as the obstacle is counterfactual and false. We have repeatedly implored you to share information so we can have discussions. You have consistently refused to provide that information, offering new excuses at each turn. Rebuffed in our effort to engage in constructive communications, we tried a new tack: Mr. Taft sent you a proposal seeking budget information that could support a bridge funding proposal. Instead of responding, you leveled the unprofessional and demonstrably false charge that he threatened Mr. Mandarino and emailed him directly. As you know well, that email contained no threat and was sent to Patty Tomasco among others. Your only complaint seems to be that the email reads "Perry" instead of "Perry/Patty," but even that is fully consistent with the established practice of correspondence in this matter, as you well know (because you are on all the emails).

Turning to the LP's specific requests, we again ask you to produce obviously relevant documents that you are improperly withholding:

- You continue to ignore the basic premise of Requests 1 and 2. The LPs did not ask you to run search terms and produce responsive documents. The LPs requested the specific "research program proposals" and "funding requests" that Dr. Harrison testified about during the Second Day Hearing. Your letter claims that additional searches are necessary to identify these documents, implying they were not already produced and not readily available. Debtors must immediately confirm whether the documents exist and if so, identify them by Bates reference if produced, or produce them immediately. If the documents do not exist, please confirm as much.

- With respect to RFPs 3, 4, and 12, you have not identified any basis to withhold responsive documents reflecting ongoing DIP or exit financing negotiations. Mr. Mandarino's declaration in support of the Second Funding Motion clearly puts those documents at issue, discussing their existence and suggesting that they indicate third party support for the struggling portfolio companies. Dkt. 229, Declaration of Perry Mandarino in Support of Second Funding Motion ¶ 18. We asked for case law supporting your decision to withhold these relevant documents and you have sent none.

- With respect to RFPs 5, 6, 7, 8 and 10, Debtors cannot discharge their discovery obligations by merely undertaking "reasonable searches to determine if there are any documents that can be easily gathered and produced." The requests seek specific categories of documents that should either be directly collected and produced from existing files or be identified and produced through application of a targeted search protocol. If you contend that responding to the requests is overly burdensome, please specify the burden. The relevant test is not whether documents can, in your opinion, be "easily gathered and produced."

- Your response on RFP 11 reflects a fundamental misunderstanding of the relationship between the GP and LPs. It is not harassment to request legal advice that was obtained on behalf of the LPs. As you know, Chancellor McCormick ruled that the GP and LPs had a "mutuality of interest" before May 15, 2025. Therefore, the LPs are entitled to legal advice rendered to the Fund during that time, including assessments of any obligations under SPAs signed on the Fund's behalf. The information is clearly relevant, given that the Debtors have claimed throughout these proceedings that the Fund has obligations to the Portfolio Companies and put the SPAs squarely at issue in the Second Funding Motion. *See* Dkt. 228, Second Funding Motion ¶ 28.

The LPs' Productions

Debtors do not identify any particular deficiencies in the LPs' production and instead assert generally that they believe the volume produced should be higher. But as the LPs have explained to Debtors on several occasions, including in their responses and objections to Debtors' RFPs and at a subsequent meet and confer, ***Debtors sought discovery from the LPs of information that is uniquely in Debtors' possession***. For example, Debtors request information ***from the LPs*** concerning ***the Fund's*** assets, debts, solvency and financial condition. RFPs 1, 6-8, 11. And the Debtors seek discovery into breaches of fiduciary duty and self-dealing by the GP, when the GP is one of the Debtors and its conduct is at issue here. RFPs 9-10, 12. Two of Debtors' RFPs concern the LPs' steps to pay the Court of Chancery judgment before the Debtors filed their Chapter 11 petitions on December 9, when the Court of Chancery didn't even issue its post-trial decision until December 5. RFPs 3, 14. In response to RFPs 4 and 5, we agreed to produce documents that Mark Phillips KC had relied upon.

In short, the LPs' production volume should come as no surprise. The LPs have produced documents far beyond what is warranted on motions that put at issue information that is by definition held by the Debtors. The LPs offered to produce documents in response to every RFP despite their serious objections to those RFPs, and they even ran searches, reviewed the hits, and produced responsive and non-privilege documents despite Debtors' inability to articulate any possible reason for doing so. The LPs have produced over 800 documents and have another 400 documents listed on their privilege logs. There is no basis for Debtors' unfounded assertions of deficiency.

With respect to Debtors' assertion that the LPs "failed to produce the communications that go along with these RTW presentations," Ltr. at 2, neither the presentations nor the accompanying communications hit on the agreed-upon search terms during the time period proposed by Debtors. There is no deficiency here.

Debtors' "demand" that the LPs "immediately" produce all communications with RTW and confirm that they will do so overnight is an obvious attempt to distract from Debtors' refusal to provide discovery. *Id*. Debtors have not served any discovery requests, nor have they identified how those requests might be related to any pending contested motion. Nonetheless, the LPs will assess this request in due course.

As for Debtors' "demand," without having issued any RFPs, that the LPs "produce all communications between Rigmora and any proposed liquidators, including the two individuals at Alvarez & Marsal whom you identified as proposed joint liquidators," *id.*, please explain what this discovery is meant to accomplish and how it relates to the pending contested motions.

Nor have the Debtors identified any deficiencies in the LPs' assertion of privilege. PRIVLOG00000012-15 and PRIVLOG00000022-25 involve documents shared with outside counsel in connection with the Cayman winding-up proceeding that were later forwarded internally at Rigmora. In PRIVLOG00000091-93, Rigmora's general counsel, Patrik Blochlinger, provides legal advice to a Rigmora employee regarding ongoing litigation. Finally, as the subject line indicates, PRIVLOG00000151-158 relate to Rigmora's assessment, with Mr. Blochlinger's guidance, of Dr. Harrison's interim funding proposals during the Chancery litigation.

Depositions

With respect to the deposition schedule, we confirm:

- The LPs' 30(b)(6) designee(s) on February 15, which will likely be Mr. Bogdanov. Debtors' assertion that the LPs have been "hiding" the identity of the deponent is frankly absurd. We asked you three times over the weekend to confirm the topics for that deposition (which should dictate the deponents), yet you still have not done so. With respect to topics 7 and 8, your glib assertion that our objections "fail" does nothing to answer our request that you explain what information is sought in sufficient detail to permit a witness to be adequately prepared to testify on behalf of the LPs. Please let us know **today** whether you plan to do this deposition remotely.

- Dr. Harrison on February 17, 2026 at Debevoise's New York offices;

- Mr. Mandarino on February 18, 2026 at Debevoise's New York offices;

- Mr. Phillips KC on February 22, 2026;

Please let us know whether Mr. Eisenberg is available on February 13 and Ms. Karson on February 16. We requested that you collect and produce documents from these additional witnesses as soon as possible, and no later than yesterday. Please confirm today you will do so

With respect to the 30(b)(6) depositions that we noticed for the portfolio companies, please get back to us today on whether the deponents are available. We expect that these depositions can be short and conducted via Zoom.

As you know, we had retained Dr. Lu as an expert on investing in biotech and healthcare in his individual capacity, and had included him in the discussions with Debtors' counsel and Mr. Mandarino at Debtors' express insistence that Rigmora bring such expert analysis to the table for informal discussions in hopes that he would appreciate Debtors' investment propositions for the debtor portfolio companies. Although he is a managing director at RTW, and was introduced to us by RTW, Dr. Lu was engaged individually and has at all times acted as such. Unfortunately, given the deficiencies in Debtors' productions to date, there has been almost nothing of note for such an expert to assess – you have provided no program proposals, no research proposals, no benchmarks,

no backups to your budgets, and no plans at all, much less plans of such detail that an investment professional would require a specialized background to assess them. If that changes, and Debtors in fact provide information requiring such assessment, or are ready and able to engage on the substance of their proposals, we may revisit our position. But for now, Debtors have offered nothing on which an expert like Dr. Lu would be needed to opine.

Finally, please get back to us with respect to our proposed timeline for expert disclosures and let us know today whether you are planning on calling a Cayman law expert or any other expert or fact witness in connection with the February 19 and/or February 25 hearings.

Regards,

/s/ Shannon Rose Selden

EXHIBIT E

From: Labovitz, Natasha
Sent: Tuesday, February 10, 2026 11:36 AM
To: 'Eric Winston'; 'Knight, John H.'; 'Merchant, Michael J.'; 'Kaprow, Daniel E.'; 'Carlisle, Clint M.'; 'Franchi, Nicholas A.'; Selden, Shannon R.; Taft, William; zsaltzman@debevoise.com; Born, Natascha; Micarelli, Carl; Dutz, Sebastian
Cc: QE- ATP-Restructuring; PAC-ATP; Rigmora_D&P Senior
Subject: RE: Confirmation of position regarding funding

My email sets forth the Rigmora LPs' position on both winding-up and funding.

M. Natasha Labovitz (she/her/hers) | Debevoise & Plimpton LLP | nlabovitz@debevoise.com | +1 212 909 6648 (Tel) | +1 917 573 9401 (Mobile) | www.debevoise.com

From: Eric Winston <ericwinston@quinnemanuel.com>
Sent: Tuesday, February 10, 2026 11:33 AM
To: Labovitz, Natasha <nlabovitz@debevoise.com>; 'Knight, John H.' <knight@rlf.com>; 'Merchant, Michael J.' <merchant@rlf.com>; 'Kaprow, Daniel E.' <kaprow@rlf.com>; 'Carlisle, Clint M.' <carlisle@rlf.com>; 'Franchi, Nicholas A.' <franchi@rlf.com>; Selden, Shannon R. <srselden@debevoise.com>; Taft, William <whtaft@debevoise.com>; zsaltzman@debevoise.com; Born, Natascha <nborn@debevoise.com>; Micarelli, Carl <cmicarelli@debevoise.com>; Dutz, Sebastian <spdutz@debevoise.com>
Cc: QE- ATP-Restructuring <qe-atp-restructuring@quinnemanuel.com>; PAC-ATP <pac-atp@potteranderson.com>; Rigmora_D&P Senior <RigmoraDPSenior@debevoise.com>
Subject: RE: Confirmation of position regarding funding

EXTERNAL

You have not answered the questions. It is an easy ask. Answer the questions.

Eric Winston
Partner
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
213-443-3602 Direct
213-443-3000 Main Office Number
213-443-3100 Fax
ericwinston@quinnemanuel.com
www.quinnemanuel.com

From: Labovitz, Natasha <nlabovitz@debevoise.com>
Sent: Tuesday, February 10, 2026 8:29 AM
To: Eric Winston <ericwinston@quinnemanuel.com>; 'Knight, John H.' <knight@rlf.com>; 'Merchant, Michael J.' <merchant@rlf.com>; 'Kaprow, Daniel E.' <kaprow@rlf.com>; 'Carlisle, Clint M.' <carlisle@rlf.com>; 'Franchi, Nicholas A.' <franchi@rlf.com>; Selden, Shannon R. <srselden@debevoise.com>; Taft, William <whtaft@debevoise.com>; zsaltzman@debevoise.com; Born, Natascha <nborn@debevoise.com>; Micarelli, Carl <cmicarelli@debevoise.com>; Dutz, Sebastian <spdutz@debevoise.com>
Cc: QE- ATP-Restructuring <qe-atp-restructuring@quinnemanuel.com>; PAC-ATP <pac-atp@potteranderson.com>; Rigmora_D&P Senior <RigmoraDPSenior@debevoise.com>
Subject: RE: Confirmation of position regarding funding

[EXTERNAL EMAIL from nlabovitz@debevoise.com]

Eric,

Your email is categorically wrong, in numerous ways, and is a transparent attempt to rewrite history.

Let us make a few things clear.

First, Rigmora has and will continue to engage in negotiations to attempt to achieve a consensual resolution of the Debtors' funding requests. For Rigmora's part, those negotiations have been fully in good faith and genuinely committed to protecting and preserving the value of their multi-billion-dollar investment. The correspondence and communications on these topics makes that abundantly clear. Just this Saturday, by email to your team before 1pm, Rigmora reiterated that "we believe a possible solution is a short-term bridge funding arrangement that allows for use of some of the $97 million currently held" and requested the information necessary to facilitate discussions regarding that proposal. Those requests were straightforward and the kinds of things Debtors should be ready, willing, and able to provide to their sole identified funding source and main party in interest.

They consisted of requests:

1. For each portfolio company, the amount of incremental funding (over and above amounts approved in the First Funding Order, [Doc. #206]) required for six (6) weeks of operations starting on February 21st and ending on April 3rd. (From our review the First Funding Order it appears some portfolio companies are funded into April or beyond, but you will have access to the actual spending details.)
2. For each portfolio company, the subset of that incremental funding for that same 6 week period that is budgeted for (i) external R&D spending and (ii) new hires.
3. For the management company, the amount of incremental funding (over and above amounts approved in the First Funding Order) required for six (6) weeks of operations starting on February 21st and ending on April 3rd.

Debtors failed to respond, and that's the challenge here. As long as Debtors refuse to provide the information that we have sought, both informally and through formal discovery requests, there is little for the LPs to go on. By way of example, it is not constructive for the Debtors to refuse to provide 6-week budget information on the grounds that it is "window dressing," or to refuse to provide information to the Debtors based on unsupported and manufactured claims that the information will be somehow improperly disclosed or misused. As you will have seen, that approach has left us with no choice but to seek relief from the Court to compel discovery that Debtors should have provided already.

Second, your email reaches back to the June 2025 winding up petition as if the views expressed there should somehow justify Debtors' refusal to provide information here, or as a basis to accuse the Rigmora LPs of attempting to destroy the value of their own investment. That is nonsensical. You have seen from our

pending motions the many reasons that Rigmora now seeks dismissal of the Fund-Level Debtors' improperly filed chapter 11 cases, and seeks relief from the Bankruptcy Court to address the critical governance questions for the Fund, via the winding-up proceeding in Cayman. Rigmora does have an on-going concern that Debtors are using chapter 11 to continue their litigation against the LPs, while desperately seeking to avoid the Cayman Court's scrutiny, but that does not mean it is not willing to discuss funding. It is. The pending motions as to the Fund-Level Debtors have no bearing on Rigmora's willingness to engage in constructive dialogue regarding funding requests for the portfolio companies, and even the management entities, during the interim period.

Moreover, as you know (or should know), the winding-up proceeding is ***not*** a liquidation proceeding at all, but rather would install a neutral third party to evaluate what is to be done with all of the Fund's assets under the circumstances. That is intended to be a ***value-preserving*** process, and could include a variety of outcomes including an orderly sale of some assets, funding of others, or other actions that would improve efficiencies and maximize value. Since both the GP and the LP represented to both the Cayman and the Delaware Chancery Court that the Cayman Trial would go forward and would address these critical governance questions, the fact that Rigmora was prepared for that eventuality, and considering how to protect its investments in the future, should come as no surprise. It may not fit your narrative – but your story that the Rigmora LPs are bent on a value-destroying fire-sale is entirely manufactured to serve the GP's litigation ends, and has nothing to do with the facts. In any event, obtaining full access to and evaluating information that the Debtors have stubbornly refused to provide is, of course, a necessary step to determining the optimal path forward.

While we continue to believe that the best approach forward is for the Cayman court to install a neutral third party who would have all relevant information and could make an informed recommendation, and while Rigmora is understandably not prepared to consent to unconditional funding outside of budgets, we recognize that the amount of funding approved on January 20, 2026 will not cover all expenses during the time period between now and a determination by Justice Asif. Accordingly, we are and remain willing to discuss interim funding for the portfolio companies and other expenses, including potentially agreeing to funding that is currently not within the scope of currently approved budgets, subject to agreement on a mechanism that would preserve the status quo as to rights of the parties under the LPA. It would help those discussions if Debtors would confirm that they are open to a potential compromise on any aspect of their proposed 26-week budget. Given the timing, we are also open to discussing a short term funding bridge while we work toward a longer period. To that end, please provide the above information that Will previously requested on February 7.

We look forward to hearing from you and remain willing to receive information and engage in constructive dialogue.

Best –

--Natasha

M. Natasha Labovitz (she/her/hers) | Debevoise & Plimpton LLP | nlabovitz@debevoise.com | +1 212 909 6648 (Tel) | +1 917 573 9401 (Mobile) | www.debevoise.com

From: Eric Winston <ericwinston@quinnemanuel.com>
Sent: Monday, February 9, 2026 8:54 PM
To: 'Knight, John H.' <knight@rlf.com>; 'Merchant, Michael J.' <merchant@rlf.com>; 'Kaprow, Daniel E.' <kaprow@rlf.com>; 'Carlisle, Clint M.' <carlisle@rlf.com>; 'Franchi, Nicholas A.' <franchi@rlf.com>; Selden, Shannon R. <srselden@debevoise.com>; Taft, William <whtaft@debevoise.com>; Labovitz, Natasha <nlabovitz@debevoise.com>; zsaltzman@debevoise.com; Born, Natascha <nborn@debevoise.com>; Micarelli, Carl <cmicarelli@debevoise.com>; Dutz, Sebastian <spdutz@debevoise.com>
Cc: QE- ATP-Restructuring <qe-atp-restructuring@quinnemanuel.com>; PAC-ATP <pac-atp@potteranderson.com>
Subject: Confirmation of position regarding funding

EXTERNAL

Counsel,

Prior to filing the second funding motion, we provided you the budget and asked whether you would oppose funding the portfolio companies. You responded that purported to suggest your clients would consider the requests in good faith and in a constructive manner.

That utterly failed to occur. After the motion was filed, you immediately launched discovery, inconsistent with a constructive approach but instead appropriate only if your clients intended to object across the board. And it has continued, with the latest being a slew of 30(b)(6) deposition notices to all portfolio companies that is asserted to be in connection with both our funding motion and your dismissal motion. Tying discovery to the two motions together firmly demonstrates that rather than seeing the portfolio companies adequately funded, your clients do not want any funds spent now but rather have a foreign court oversee foreign liquidators who will then liquidate the assets, with no promise at all to fund. Even belated proposals to drip fund is nothing more than window dressing.

Your dismissal motion expressly seeks to continue the winding up petition. The winding up petition expressly stated that the "catalyst for this loss of trust and confidence was the GP's behaviour in regards to seven (7) early-stage portfolio companies: (1) Deep Apple Therapeutics, Inc., (2) Apertor Pharmaceuticals, Inc., (3) Evercrisp Biosciences, Inc., (40 Marlinspike Therapeutics, Inc., (5) Red Queen Therapeutics, Inc., (6) Aethon Therapeutics, Inc. and (7) Initial Therapuetics, Inc." The winding-up petition labels these seven as "hopeless investments," a phrase that was repeated multiple times in representations to the Cayman Islands court. Your clients never backed away from seeking to end funding for the early-stage companies in filings in November 2025.

The recently produced documents concerning your clients' "contingency planning" with RTW suggests that your clients were not being upfront with the Cayman Islands court as to your clients' true intentions and not being upfront with the Bankruptcy Court as to why your clients are seeking dismissal and opposing funding. But we don't know because you have not produced any e-mails exchanged with RTW or any internal e-mails that shed light on your clients' true intentions.

To cut through the noise, please state **in writing by tomorrow (February 10) at 12 noon**:

- Do your clients continue to unequivocally contend that each of the seven "Early-Stage Companies" listed in the winding-up petition are "hopeless investments" or "not viable investments"? If your clients are no longer contending all seven are hopeless or not viable, do you still intend to proceed on the winding-up petition as submitted (and thus continue to seek to dismiss the chapter 11 cases), given it is the effort to provide funding for these seven that were the "catalyst" for the alleged loss of confidence and trust?

- For the other portfolio companies, are your clients unwilling to unconditionally consent to use of cash to fund them as set forth in the motion (whether they are “in budget” or “out of budget”)?

Regards,

Eric Winston
Partner
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
213-443-3602 Direct
213-443-3000 Main Office Number
213-443-3100 Fax
ericwinston@quinnemanuel.com
www.quinnemanuel.com

EXHIBIT F

ATP Life Sciences Ventures, L.P.

Portfolio Company Descriptions
January 28, 2026

1. Aulos
2. Aethon
3. Apertor
4. Evercrisp
5. Initial
6. Marlinspike
7. Nereid
8. Nine Square
9. Red Queen
10. Replicate

Aethon

For Aethon R&D spend there are several internal and external activities spread over three projects. In the antibody targeting RAS oncology program, most of the spend initially will be to support in-house in-vitro testing of our lead molecules to establish binding, potency, and manufacturability. Lead molecules will be selected for in-vitro testing with a goal of identifying a molecule(s) that can be nominated as Development Candidate(s). These activities will be conducted at Aethon internally with three FTE's and then, as molecules advance, the manufacture of the test drugs will be done at WuXi which, assuming the data supports, is anticipated to start in 2H 26. It is anticipated that headcount will increase by two for this program. In the two p53 programs there are similar objectives to the RAS program which is to fund the supporting in vitro and in vivo studies to establish a Development Candidate. In both p53 programs the chemicals will be manufactured by increasing the supported FTEs at our CRO Pharmaron from five to nine, and, given the expertise, in vitro testing will be conducted with 2 to 3 FTEs at ATP Labs.

Aulos

Aulos is conducting a phase 2 clinical trial with four melanoma and lung cancer cohorts, and the costs (subject to the progress of the trial are estimated to be $2.5M N3M and estimated $4.3M N6M) of the trial drive most of the spending over next six months. The timing of the payments is milestone driven and based on progress in the trial. This spending primarily consists of payments to the CRO (PPD - ThermoFisher) for study milestones achieved, including completion of site initiations, patient enrollment, study site monitoring visits, and patient data management. The Company also pays for lab tests for patients to generate data and to monitor their progress, costs study sites incur in patient management, and costs to supply study drugs (imneskibart (Aulos antibody) as well as Proleukin (aldesleukin; IL-2), Opdivo (nivolumab) and Bavencio (avelumab). In addition to these study costs, we rely on scientific consultants to augment a lean headcount. There is no headcount change planned for the next six months.

Apertor

Apertor's key external costs are driven by the development activities of its Development Candidate AP-457. The costs consist of scaling-up AP-457 (most likely at BioDuro which is pre-existing contracted relationship) and using that material to conduct formulation, pharmacokinetic and safety studies (at WuXi, also a pre-existing relationship with an agreement in place). These activities will allow for a GO/ NO GO decision on initiating manufacturing of AP-457 for completion of GLP studies necessary to support an IND submission to the FDA. All of the above can be initiated immediately with minor amendments, perhaps requiring a greater percentage paid up front, to existing agreements as the Company has maintained contact with all key vendors. There are no equipment or lab lease expenses anticipated. Planned headcount is projected to go from two current FTEs to 5 FTE equivalents through outsource and consultants to support IND enabling efforts.

Evercrisp

The proposed six-month funding for Evercrisp will be used primarily to reinstate and complete previously suspended external research contracts with established CROs, including CRADL (in vivo studies) Biometas (mini-protein production and characterization), Histobridge (biodistribution and tissue analysis), ChemPartner (construct stabilization and chemistry), and Tango Biosciences (display library access). These activities will generate biodistribution, selectivity, and construct-stability data required for Development Candidate selection, and to support previous, but currently suspended, business development discussions related to Evercrisp's in vivo gene editing platform. The work can begin promptly upon reinstatement of contracts and is designed to restart the normal cycle of research iteration that was interrupted by the funding disruption. There are currently signed contracts with all the CROs so work could potentially commence immediately, although this could be delayed depending on whether a CRO requires pre-existing debt to be paid. The Company believes that most of the vendors will work on a cash-on-delivery or prepaid basis, but that will be better understood in the coming weeks. There are back-up CROs the Company can use, but this could lead to delays to allow for a contracting phase. Assuming we can start in the coming weeks, the Company will be collecting data from Q2 to Q4. There is no planned increase in headcount over the next six months.

Initial

Initial will use the research funding over the next six months to deliver a pan androgen receptor translation inhibitor suitable for in vivo efficacy and safety testing in rodents which are the studies necessary to nominate a development candidate. The work will be conducted in-house with compound synthesis and ADME profiling outsourced to Pharmaron and Wuxi, both CROs with established relationships to Initial who will be re-engaged within first month of funding. Initial will utilize already developed proprietary screens including an *in vitro* translation panel for cellular efficacy and selectivity and *in vitro* safety screens. Proteomics will be performed both in-house and at CROs to confirm functional activity. Chemistry design will be supported by qualified consultants with established relationships and deep knowledge of the program. To support the plan Initial will need to re-hire two scientists for in vitro work in house and will re-engage two medicinal chemistry consultants.

Marlinspike

Marlinspike's research will focus on developing data to support its potential Development Candidate for breast cancer. Most of the work during this period will be contracted out to ATP R&D to manufacture test drug and to conduct in vitro and in vivo efficacy and safety studies. We expect to transfer one former Marlinspike employee who currently resides at ATP R&D to act as project lead and will contract for at least two FTEs at ATP R&D including associated overhead. It is expected to run a selectivity assay at Momentum that should be completed in Q2 and the manufacture of test drug and associated backup analogs will be conducted at Pharmaron with up to 3 FTEs who can start in the next month and will likely finish in Q3 26.

Nereid

Nereid's lead oncology program targets CKAP5, a microtubule binding protein. A development candidate (DC) was nominated following demonstration of preclinical efficacy (flatlined tumor growth) in colorectal, breast, lung, bladder and ovarian models and good tolerability in a non-GLP toxicology study. Spending on this program for the next 6 months will comprise primarily the GLP toxicology studies ($1.16M) in two species that are necessary for an IND filing that is expected before year end. Nereid's second oncology program targets MYC. Nereid's platform technology has identified chemical matter unique in the industry, small molecules that directly bind to MYC and block its function. Current leads are well tolerated and flatline growth of triple-negative breast cancer models that are non-responsive to current standard of care including anti-PD-1 therapies. Spend on the MYC program for the next 6 months will comprise profiling of late-stage lead molecules, including in vivo pharmacokinetic, pharmacodynamic and efficacy studies costing $1.16M. Nereid's TDP-43 program targets amyotrophic lateral sclerosis (ALS), and is currently at the lead identification stage. Potential leads have been identified that directly bind to TDP-43. Spend on the TDP-43 program for the next 6 months comprises $852K in outsourced studies including synthetic chemistry, and in vitro and pharmacological characterization of compounds. The Company believes from past interactions that all of these programs will attract BD interest at either the DC or IND stage. The budget includes funds for two to three new hires as well as lab space in a short-term incubator.

Nine Square

The proposed budget enables Nine Square to advance its lead drug molecule for the TRPML1 program into required preclinical safety studies by initiating formulation work in Q1 26, preferably at WuXi who already has an active services agreement in place and, assuming good data, would thereafter do chemical scale-up with experienced contract research organizations (e.g., Bend Bioscience, Jubilant Biosys, and Charles River Laboratories). These studies are designed to demonstrate that the drug can be consistently manufactured, appropriately formulated, and safely evaluated to support a DC selection before year end. Nine Square intends to optimize an identified backup molecule for TRPML1. Synthesis and screening of the backup will also occur at CRO WuXi. If the Company can get started quickly on its formulation work on the lead molecule, it could be in a position sometime in Q2 to make a go/no-go decision on its lead molecule and in a position to initiate scale-up and non-GLP toxicology studies by Q2/Q3. Nine Square will advance a second program, Parkin, through discovery-stage chemistry and screening optimization at WuXi to enable delivery of a robust in vivo tool molecule suitable for external partnering discussions. The budget assumes some costs for shared lab space and no increase in headcount in the next six months.

Red Queen

Red Queen's research is primarily driven by its anti-flu program with funds necessary to prepare the Development Candidate peptides for in vivo efficacy studies in 2H 26 as well as to start CMC work in preparation for IND enabling toxicology and dosage form scale up. Preclinical activities in preparation for POC will be contracted out to ATP R&D and require 2 FTEs. The key external research activity in the next 6 months is to develop an assay to quantify how much drug is in the lung and blood which will likely be contracted out to Charles River Labs. The CMC plan is to transfer peptide production to domestic third party and scale (non-GMP) and to perform pre-formulation studies at dosage at a CRO (TBD). Peptide manufacture will begin at Bachem (USA). Red Queen's anti-combi respiratory virus program will be a smaller percentage of research expenses and primarily entail in vitro testing contracted out to ATP R&D (utilizing the same two employees noted above) to identify molecules that qualify for in vivo testing. Other than outsourcing to ATP R&D, there are no new hires anticipated.

Replicate

Replicate's R&D program expenditures over the next six months will be focused on CROs for its Combovax program. Major expenditures for external R&D are for initial process development and manufacturing scale-up of the drug that will be used in safety studies required by regulators. The Company anticipates engaging Curia for the manufacture of active pharmaceutical ingredient (est. $1.6M), Cytiva and Aldevron for the formulation development (est. $2.5M) and Charles River to conduct in vivo safety studies (est. $500k). Upon funding, the Company will start the contracting and program design phase with the CROs with the expectation that it will enter into agreements some time in late Q2. The Company anticipates adding one new FTE in the next six months.

EXHIBIT G

Entire Exhibit Filed Under Seal

EXHIBIT H

deep apple

Our programs

Our pipeline is initially focused on the family of **G-protein coupled receptors** (GPCRs), a proven target class with multiple applications in many disease areas including metabolic disorders, inflammation and immunology, and endocrine diseases.

Pipeline

Discovery	Hit ID (virtual screening)	Lead optimization	Development candidate nomination

Immune disorders/inflammation

Program 1

Program 2

Metabolic disease

Program 1 (obesity oral triple agent)

Program 2 (obesity non-GLP1 target)

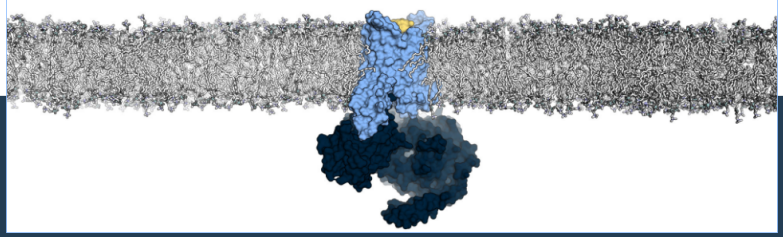
Program 3 (obesity non-GLP1 target)

Endrocrine disease

Program 1

New entrants

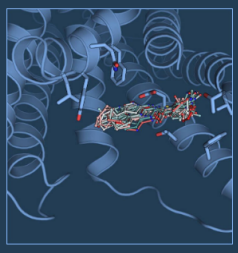
Various programs – undisclosed



Pursuing opportunities in GPCRs – and beyond

GPCRs, the largest family of cell surface receptors, play cell signalling roles ubiquitous across biology. In fact, about a third of all proteins targeted by FDA-approved drugs are GPCRs. However, these drugs only address 108 out of the more than 400 members of the GPCR family of proteins. The majority of GPCRs therefore represent a significant number of potential targets with an emerging and untapped role in human diseases. In particular, biased signaling represents an area of significant opportunity that is a specific focus of Deep Apple's drug discovery activities.

Research conducted at the Stanford lab of Deep Apple founder Georgios Skiniotis has enabled broad structural exploration of GPCR inactive states without the need for extensive engineering and crystallization – an approach that opens these drug targets to rapid structure determination.



Beyond GPCRs, Deep Apple's discovery engine is readily adaptable to **all other biological targets implicated in human disease**. In particular, our discovery engine is well-suited to focus on transporter and ion channel target classes.

Deep Apple's lead programs address a high value target in the inflammatory/immune pathway and several targets for weight loss and weight maintenance, including non-GLP1 targets. The oral therapeutics Deep Apple is developing in these areas are designed to offer significant tolerability and convenience compared to existing and emerging treatment options.

Partner with us

Deep Apple's rapid discovery and optimization platform is optimally suited to partnered discovery and development. Deep Apple is equipped to run swift explorations in target areas of interest and invites partnership discussions across a broad range of targets and disease areas.

Contact us

Terms of use
Privacy Policy

deep apple

Website by FisherPaul

EXHIBIT I

Entire Exhibit Filed Under Seal

EXHIBIT J

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DEBTORS' RESPONSES AND OBJECTIONS
TO FIRST 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 Requests for Production of Documents and First Set of Interrogatories* (the "Requests" and "Interrogatories") dated January 30, 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

[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.

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 4, 2026 in contravention of the Applicable Rules, which require responses and objections within 30 days of the Requests and Interrogatories, which falls on March 1, 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 Second Funding Motion, 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 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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 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.

10. 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.

11. 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.

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

13. 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.

14. 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.

15. 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. 12 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.

11. Debtors object to Definition No. 15 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.

12. Debtors object to Definition No. 16 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.

13. Debtors object to Definition No. 17 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.

14. Debtors object to Definitions 18-20 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.

15. Debtors object to Definition No. 22 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.

16. Debtors object to Definition No. 23 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.

17. Debtors object to Definition No. 24 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.

18. Debtors object to Definition No. 25 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.

19. Debtors object to Definition No. 26 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.

20. Debtors object to Definition No. 32 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.

21. Debtors object to Definition No. 33 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.

22. Debtors object to Definition No. 35 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 *Motion for Entry of Order (I) Authorizing Use of Funds to (A) Fund Portfolio Companies, (B) Pay Management Company Expenses And (C) Pay Chapter 11 Expenses, And (II) Granting Related Relief dated January 29, 2026* [Docket No. 228] (the "Second Funding Motion"), 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 Second Funding Motion as the only immediately relevant contested matter.

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 June 1, 2025.

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

REQUEST FOR PRODUCTION NO. 1: All research program proposals for the Portfolio Companies, including the research program proposals for Aethon, Apertor, Aulos, Evercrisp, Initial, Marlinspike, Nereid, Nine Square, and Red Queen described by Dr. Seth Harrison in his testimony at the Second Day Hearing. Second Day Hearing Tr., January 20, 2026, at 92:5-12.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" research program proposals. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the LPs are already in possession of written research program proposals related to the Debtors' requests for funding.

REQUEST FOR PRODUCTION NO. 2: All funding requests for the Portfolio Companies, including the funding requests for Aethon, Apertor, Aulos, Evercrisp, Initial, Marlinspike, Nereid, Nine Square, and Red Queen described by Dr. Seth Harrison in his testimony at the Second Day Hearing. Second Day Hearing Tr., January 20, 2026, at 92:5-12.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" funding requests for the Portfolio Companies. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the LPs are already in possession of funding requests.

REQUEST FOR PRODUCTION NO. 3: All solicitations, proposals, term-sheets and due diligence communications and materials related to the "exit financing" for Debtors described in paragraph 35 of the Second Funding Motion and paragraph 18 of the Declaration of Perry Mandarino in support of the Second Funding Motion.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" solicitations, proposals, term-sheets, communications and materials related to Debtors potential exit strategy. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors cannot produce the proposals of potential funders while negotiations are ongoing.

REQUEST FOR PRODUCTION NO. 4: All solicitations, proposals, term-sheets and due diligence communications and materials related to the "debtor-in-possession financing" for Debtors described in paragraph 36 of the Second Funding Motion and paragraph 19 of the Declaration of Perry Mandarino in support of the Second Funding Motion.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" solicitations, proposals, term-sheets, communications and materials. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors cannot produce the proposals of potential funders while negotiations are ongoing.

REQUEST FOR PRODUCTION NO. 5: The Portfolio Lift-Out Deck and any subsequent iterations of that presentation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5

Debtors object to this Request to the extent the requested documents have already been produced. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors have already searched for and produced documents responsive to this Request in connection with LPs' discovery related to their motions to dismiss and relief from stay.

REQUEST FOR PRODUCTION NO. 6: The "12-quarter value inflection point model" referenced on slide 29 of the Portfolio Lift-Out Deck and any subsequent iterations of that model.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6

Debtors object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors will produce non-privileged responsive documents.

REQUEST FOR PRODUCTION NO. 7: All agreements, term sheets, or indicative offers related to strategic partnerships between any Portfolio Company and any third party.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" agreements, term sheets, or offers. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the LPs are already in possession of responsive documents.

REQUEST FOR PRODUCTION NO. 8: All agreements, term sheets, or indicative offers related to debt or equity investments in any Portfolio Company by any third party.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" agreements, term sheets, or offers. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the LPs are already in possession of responsive documents.

REQUEST FOR PRODUCTION NO. 9: Documents sufficient to show the payroll and bonus obligations described in the budget appended as Exhibit A to the Declaration of Perry Mandarino in support of the Second Funding Motion [Docket No. 229].

RESPONSE TO REQUEST FOR PRODUCTION NO. 9

Debtors object to this Request as vague because it requests documents "sufficient to show the payroll and bonus obligations" described in the budget, but the budget already "show[s]" such obligations. To the extent the LPs seek additional documents, the Debtors object on the basis that this Request is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it is fundamentally unclear what the LPs are requesting.

Subject to and without waiving the foregoing objections, the Debtors are willing to meet and confer to discuss what the LPs are requesting.

REQUEST FOR PRODUCTION NO. 10: All agreements between any Portfolio Company and any contract research organization.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" agreements and "any" research organization. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the LPs are already in possession of responsive documents.

REQUEST FOR PRODUCTION NO. 11: For each stock purchase agreement entered into with a Portfolio Company, documents sufficient to show the legal advice obtained by the GP, Fund or ATLS (whether before June 1, 2025 or thereafter) concerning the existence and scope of any obligation to purchase additional shares in the Portfolio Company.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11

Debtors object to this Request because it seeks information and documents that are not relevant to any claim or defense in this action. Debtors further object to this Request because it seeks legal or factual conclusions. Debtors further object to this Request because it seeks information and documents subject to attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

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

REQUEST FOR PRODUCTION NO. 12: All presentations (i.e. PowerPoint decks) shared with or prepared for a third party providing an overview of any Portfolio Company, including its financial status and research progress.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" presentations shared or prepared. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors have already searched for and produced documents responsive to this Request in connection with LPs' discovery related to their motions to dismiss and relief from stay.

REQUEST FOR PRODUCTION NO. 13: All summaries of the preclinical or clinical data generated by any Portfolio Company, including summaries shared with third parties.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13

Debtors object to this Request on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because it demands Debtors produce "all" summaries of preclinical or clinical data without any explanation of how all such summaries are relevant to the requested relief. Debtors further object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information

subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the Debtors are willing to meet and confer to discuss the relevance of this Request.

REQUEST FOR PRODUCTION NO. 14: The most recent forward-looking budgets for each Portfolio Company, including, to the extent that budgets for different time periods exist, one-year budgets and three-year budgets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14

Debtors object to this Request because it seeks information that is confidential, proprietary, commercially sensitive, and competitively significant in nature. Debtors further object to this Request to the extent that it seeks production of documents or information subject to the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity from discovery.

Subject to and without waiving the foregoing objections, the most recent budget is attached to the declaration of Perry Mandarino at Docket No. 229.

INTERROGATORY NO. 1: Identify the next "value inflection point" for each Portfolio Company, as described in paragraph 4 of the Second Funding Motion, and the time period in which each Portfolio Company is expected to reach that value inflection point.

RESPONSE TO INTERROGATORY NO. 1

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because the Second Funding Motion already discloses the various value inflection and go/no-go decision points, along with the applicable dates, at pages 10-16 and 18-23.

Subject to and without waiving the foregoing objections, Debtors will respond to this Interrogatory by February 9, 2026.

INTERROGATORY NO. 2: Identify the amount of additional expenditure required to reach the next value inflection point for each Portfolio Company, as described in paragraph 4 of the Second Funding Motion.

RESPONSE TO INTERROGATORY NO. 2

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because the Second Funding Motion already discloses the additional expenditures required at pages 10-23.

Subject to and without waiving the foregoing objections, Debtors will respond to this Interrogatory by February 9, 2026.

INTERROGATORY NO. 3: For each Portfolio Company, identify the remaining research and development steps preceding the next "go/no-go decision point" for each preclinical development program as described in paragraph 4 of the Second Funding Motion, and the time period in which each Portfolio Company is expected to reach that go/no-go decision point.

RESPONSE TO INTERROGATORY NO. 3

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because the Second Funding Motion already discloses the remaining research and development steps at pages 10-23.

Subject to and without waiving the foregoing objections, Debtors will respond to this Interrogatory by February 9, 2026.

INTERROGATORY NO. 4: For each Portfolio Company, identify the amount of additional expenditure required to reach the next go/no-go decision point for each for each preclinical development program.

RESPONSE TO INTERROGATORY NO. 4

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, and designed to harass the Debtors because the Second Funding Motion already discloses the additional expenditures required at pages 10-23.

Subject to and without waiving the foregoing objections, Debtors will respond to this Interrogatory by February 9, 2026.

INTERROGATORY NO. 5: Identify the amount of additional expenditure through July 31, 2026 needed to preserve each Portfolio Company's existing intellectual property and data.

RESPONSE TO INTERROGATORY NO. 5

The Debtors object to this Interrogatory on the basis that it is overbroad, unduly burdensome, abusive, designed to harass the Debtors, and entirely irrelevant to the Second Funding Motion because the Second Funding Motion does not seek funding merely to preserve intellectual property and data, but to maintain the value of the Portfolio Companies.

Subject to and without waiving the foregoing objections, Debtors will respond to this Interrogatory by February 9, 2026.

Dated: February 4, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ L. Katherine Good

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

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

-and-

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

Proposed Counsel to the Debtors and Debtors in Possession