

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

In re:

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

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

Hearing Date: April 20, 2026 at 2:00 p.m. (ET)

Obj. Deadline: April 9, 2026 at 4:00 p.m. (ET)

**DEBTORS' APPLICATION FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 327
AND 328(a), FED. R. BANKR. P. 2014 AND 2016, AND LOCAL RULES 2014-1
AND 2016-1 AUTHORIZING THE EMPLOYMENT AND RETENTION OF
ATLANTIC-PACIFIC CAPITAL, INC. AS GLOBAL PLACEMENT AGENT
FOR THE DEBTORS EFFECTIVE AS OF FEBRUARY 18, 2026**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this application (the “Application”) for the entry of an order substantially in the form annexed hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the Debtors to retain and employ Atlantic-Pacific Capital, Inc. (“APC”) as global placement agent to the Debtors effective as of February 18, 2026. In support of the Application, the Debtors rely upon and incorporate by reference the *Declaration of Anthony Bossone* (the “Retention Declaration”), a copy of which is attached hereto as **Exhibit B**. In further support of the Application, the Debtors respectfully state as follows:

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.



JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

2. Pursuant to Local Rule 9013-1(f), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The statutory bases for the relief sought herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

BACKGROUND

5. On December 9 and 15, 2025 and January 1 and 15, 2026 (the “Petition Dates”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket Nos. 69, 178, & 200.

6. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

7. On January 20, 2026, the Office of the United States Trustee for the District of Delaware appointed an Official Committee of Unsecured Creditors (the “Committee”) for the Chapter 11 Cases. *See* Docket No. 194.

8. A detailed description of the facts and circumstances of these Chapter 11 Cases is set forth in the *Declaration of Dr. Seth L. Harrison in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 18] (the “Harrison First Day Declaration”) and the *Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 25] (the “Mandarino First Day Declaration,” and with the Harrison Declaration, the “First Day Declarations”).² As is described in more detail in the First Day Declarations, the Debtors commenced these Chapter 11 Cases due to liquidity concerns arising from the failure of Rigmora Biotech Investor One LP, and Rigmora Biotech Investor Two LP (collectively, “Rigmora”) to fulfill their contractual obligations, and their attempts to wind up Debtor ATP Life Science Ventures, L.P. (the “Partnership Debtor” or “ATPLSV”) and liquidate the portfolio companies in a manner that would not maximize value for all stakeholders. Through these Chapter 11 Cases, the Debtors seek to stabilize their business, and, under the Court’s supervision, restructure the Partnership Debtor’s capital structure in a value-maximizing manner.

RELIEF REQUESTED

9. By this Application, the Debtors seek the entry of the Proposed Order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 authorizing the Debtors to employ and retain APC as global placement agent to the Debtors on the terms set forth in the Engagement Agreement, as modified by the Proposed Order, effective as of February 18, 2026.

² Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Day Declarations or Engagement Agreement (defined below), as applicable.

BASIS FOR RELIEF

A. Section 328(a) of the Bankruptcy Code Permits the Employment and Retention of APC on Terms Substantially Similar to Those in the Engagement Agreement

10. The Debtors seek the authority to employ and retain APC as their global placement agent in these Chapter 11 Cases under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out their duties under this title.” 11 U.S.C. § 327(a).

11. In addition, the Debtors seek approval under section 328(a) of the Bankruptcy Code, which provides in relevant part that “with the court’s approval, [debtors] may employ or authorize the employment of a professional under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Accordingly, section 328(a) permits the compensation of professionals such as APC on flexible terms that reflect the nature of their services and market conditions.

12. APC intends to file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any applicable orders of this Court.

13. The Debtors believe that the compensation structure outlined below and set forth in more detail in the Engagement Agreement, as modified by the Proposed Order, appropriately reflects the scope of services to be provided by APC, APC’s substantial experience with respect to such financial services, and the fee structures typically used by APC and other leading global placement and advisory firms.

14. In light of the foregoing, the Debtors respectfully submit that the terms and conditions of the Engagement Agreement and APC's retention are fair, reasonable, and market-based under the standards as set forth in section 328(a) of the Bankruptcy Code.

B. The Retention of APC Is Critical to the Success of a Transaction

15. The Debtors seek authority to retain APC to act as exclusive global placement agent and advisor to provide Services (as defined below) related to the private placement of any form of interests (including, without limitation, any form of equity or equity-related interests evidencing a commitment, collectively, the "Securities") in connection with the formation of a new life sciences venture capital fund and any other parallel investment vehicle (the "New Fund"). The New Fund will provide go-forward funding for certain of the Portfolio Companies and may provide upfront funding to enable the restructuring and reorganization of the Debtors during these Chapter 11 Cases (collectively, the "Transaction"). APC's retention is aimed at soliciting equity participation in the Debtors' post-emergence fund.

16. As exclusive global placement agent, APC will focus on finding investors to raise capital initially by setting criteria for deals as preliminary due diligence, and engaging in "teaser" outreach to potential investors. Once a potential investor signs a non-disclosure or other acceptable confidentiality agreement, consistent with any procedures approved by the Court, APC will send them an offer memorandum and any other relevant documents and set up an introductory meeting. If a potential investor is still interested, APC may organize additional meetings with the fund's management team to foster further due diligence. During this time, APC will continue to promote the Transaction by managing the data room, organizing and facilitating due diligence, and assisting in negotiations.

17. While multiple exit options are available to the Debtors, the Debtors believe that APC's services will increase the likelihood of a swift and successful emergence from chapter 11 and that a recapitalization Transaction facilitated by APC is likely to result in a value-maximizing outcome. Denial of the relief requested herein would deprive the Debtors of the assistance of a highly qualified global placement agent such as APC and disadvantage the Debtors and all parties in interest. Accordingly, the Debtors respectfully submit that the services provided by APC are critical to the ultimate objectives of these Chapter 11 Cases and request that this Court approve the Engagement Agreement.

SCOPE OF SERVICES TO BE PROVIDED

18. By this Application, as stated in the letter agreement dated February 18, 2026 (the "Engagement Agreement"), attached hereto as **Exhibit C**, the Debtors seek authority to retain APC to provide the following global placement and agent services (the "Services") in connection with a Transaction:

- a. assist in the preparation of summary marketing materials describing the Securities and the Transaction;
- b. assist in the preparation of a confidential offering memorandum and any other organizational documents;
- c. organize and disseminate due diligence materials to prospective investors and the management of a virtual data room;
- d. advise on the structure and terms of the New Fund and the execution process for the Transaction;
- e. identify, solicit, and market to prospective investors of the New Fund;
- f. arrange presentation meetings between prospective investors and the General Partner, and participate in such meetings;
- g. provide periodic updates to the General Partner on the status of the Transaction process;

- h. consult with the General Partner as to strategy and tactics for initiating discussions and negotiations with prospective investors;
- i. forward to the General Partner any requests for additional information by prospective investors and assist the General Partner in responding to such requests;
- j. provide recommendations on the selection of investors for the New Fund and assist in closings of the New Fund; and
- k. provide such other services in connection with the private placement as may be mutually agreed upon by APC and the General Partner.

19. The Debtors request that they be authorized to retain APC on an exclusive basis with respect to the Services described above.

PROFESSIONAL COMPENSATION

20. Subject to the Court's approval and as more fully described in the Engagement Agreement, in consideration of the services provided by APC, the Debtors agreed to the following terms of compensation:

C. Fees

21. The Engagement Agreement includes and the Debtors seek to retain APC subject to the following fee schedule (the "Fee Structure"):

- a. **Advisory Fee:** An advisory fee equal to the sum of (i) \$200,000 per quarter during the first two (2) quarters of the Engagement Period and (ii) \$100,000 per quarter for the remaining quarters of the Engagement Period (the "Advisory Fee"). The Advisor Fee shall be (x) fully creditable against the Placement Fee, and (y) prorated for any period of less than a full quarter;
- b. **Placement Fee:** A placement fee equal to the greater of: (A) \$1.5 million and (B) the sum of: (i) one percent (1%) of capital commitments made to the New Fund during the Engagement Period from Reduced Fee Investors (listed on Schedule A of the Engagement Agreement), (ii) zero percent (0%) of capital commitments made to the Fund during the Engagement Period from No Fee Investors (listed on Schedule B of the Engagement Agreement) and (iii) two percent (2%) of all remaining capital commitments made to the New Fund during the Engagement Period (collectively, the "Placement Fee");

- c. ***Deferred Placement Fee:*** One half (50%) of the Placement Fee applicable to the initial closing of the offering of Securities shall be paid at the time of such initial closing. The remaining portion of the aggregate earned Placement Fee (the “Deferred Placement Fee”) shall be paid in eight (8) equal quarterly installments commencing when the New Fund’s management fee commences (but no earlier than ninety (90) days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing and no later than 180 days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing), together with interest on the unpaid balance at prime per annum. On each subsequent closing date, the Placement Fee for such closing shall be paid on the same terms and timing as the initial closing, in accordance with the immediately preceding sentence. For the avoidance of doubt, the Deferred Placement Fee payment due for each closing subsequent to the initial closing shall be calculated so that each is equivalent to the amount of the Placement Fee that would have been paid as of such date if the investors admitted at such time had been admitted as of the initial closing date, except that interest will accrue from the respective subsequent closing date. The Placement Fee can be prepaid in part or full any time with accrued interest but without penalty.
- d. ***Carried Interest Fee:*** APC is also entitled to receive a portion of the New Fund’s carried interest or the equivalent of performance incentive fees payable to the New Fund’s manager, calculated as follows: (i) two and one-half percent (2.5%) on capital commitments for which APC earned a Placement Fee pursuant to (b)(i) above and (ii) five percent (5%) on capital commitments for which APC earned a Placement Fee pursuant to (b)(ii) above (the “Carried Interest Fee”).
- e. ***Introduction Placement Fee:*** If APC is not engaged as exclusive global placement agent for the Subsequent Fund,³ the General Partner and/or its affiliates shall pay APC a placement fee equal to the following amounts of the capital committed to the Subsequent Fund by any investor who was introduced to the New Fund by APC during the Engagement Period; one percent (1.0%) if the investor commits after three years but before four years of the final closing of the New Fund; and one-half percent (0.5%) if the investor commits between four years and five years of the final closing of the New Fund (the “Introduction Placement Fee”). The placement fee for such investments in the Subsequent Fund shall be on the same payment terms as outlined in section 2(c) of the Engagement Agreement.

³ Pursuant to the Engagement Agreement, “Subsequent Fund” means “[f]or three years from the final closing of the [New Fund], if APC has earned a Placement Fee pursuant to [the Engagement Agreement] of at least \$6 million, APC shall have the exclusive right to be engaged to represent the [General Partner], an affiliate of the [General Partner], or any entity in which the senior members of the [General Partner] are members, as the exclusive global placement agent, in connection with the formation of the next privately-offered investment vehicle with substantially the same investment strategy to the [New Fund] created and/or managed by the [General Partner], an affiliate of the [General Partner], or any entity in which the senior members of the [General Partner] are member (collectively, the “Subsequent Fund”), which representation shall be on the same or substantially similar terms as investment vehicles of similar size, strategy and asset class during the period of such representation.”

- f. ***Portfolio Company Placement Fee:*** If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests in a portfolio company of the New Fund through a co-investment vehicle or separately managed account established by ATPLSV or an affiliate thereof for the purpose of co-investing in portfolio companies of the New Fund, then ATPLSV shall pay, or cause such co-investment vehicle or separately managed account to pay, to APC a placement fee equal to the greater of (i) one-half of one percent (0.5%) of the amount so invested by such investor in such portfolio company or (ii) one year's management fee on the amount so invested by such investor in such portfolio company (the "Portfolio Company Introduction Placement Fee"). Such placement fee shall be payable on the terms set forth in section 2(c) of the Engagement Agreement.
- g. ***Non-Portfolio Company Placement Fee:*** If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests directly in an operating company that is not a portfolio company of the New Fund, through a private placement transaction sponsored by ATPLSV or an affiliate thereof, then ATPLSV shall pay, or cause such company to pay, to APC a placement fee equal to one percent (1.0%) of the amount so invested by such investor in such company (the "Non-Portfolio Company Placement Fee" and, together with the Placement Fee, the Deferred Placement Fee, the Carried Interest Fee, the Introduction Placement Fee, the Portfolio Company Placement Fee, and the Non-Portfolio Company Placement Fee, collectively, the "Transaction Fees"). Such Non-Portfolio Company Placement Fee shall be payable upon closing of such transaction.

22. In no event shall APC be entitled to receive a fee pursuant to more than one of subparagraphs (a) through (g) above with respect to the same capital.

D. Expenses

23. The Debtors agree to periodically reimburse APC when invoiced for all of its reasonable and documented travel, phone, courier, and other out-of-pocket expenses incurred in connection with APC's Services. The Debtors also agree to bear the cost of all of the Fund's legal, accounting, printing, and other expenses in connection with the offering and sale of Securities.

24. The Debtors submit that the foregoing rates and charges are fair and reasonable in light of (a) industry practice, (b) market rates charged for comparable services both in and out of bankruptcy, and (c) APC's experience with respect to these Services.

FEE APPLICATIONS AND RECORD KEEPING

25. It is not the general practice of placement agents, including APC, to keep detailed time records similar to those customarily kept by attorneys and required by Local Rule 2016-1. Because APC does not ordinarily maintain contemporaneous time records in one-tenth hour (0.10) increments or provide or conform to a schedule of hourly rates for professional services, the Debtors request that APC be excused from compliance with such requirements and instead should only be required to maintain time records in half-hour (0.50) increments setting forth, in summary format, a reasonably detailed description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

26. APC will also maintain reasonably detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned Services. APC's applications for compensation and expense reimbursement will be paid by the Debtors pursuant to the terms of the Engagement Agreement and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures established by this Court.

QUALIFICATIONS

27. Founded in 1995, APC is one of the largest global, privately owned placement and advisory firms dedicated to raising capital for alternative investments. APC has thirty-eight (38) professionals across ten (10) locations ensuring deep and local coverage across the globe.

28. APC and its professionals only represent ten (10) to twelve (12) non-competing mandates at any given time, allowing for a careful private placement selection process and customized fundraising approach.

DISINTERESTEDNESS

29. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Retention Declaration or in this Application, APC: (a) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee; and (b) does not represent or hold any interest adverse to the Debtors or to their estates.

30. APC will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise in such review, APC will use reasonable efforts to identify such further developments and will promptly file a supplemental affidavit, as required by Bankruptcy Rule 2014(a).

31. Other than as set forth in the Retention Declaration, no arrangement is proposed between the Debtors and APC for compensation to be paid in these Chapter 11 Cases. APC has informed the Debtors that it has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

INDEMNIFICATION

32. The Engagement Agreement contains standard indemnification language with respect to APC's services, including an agreement to hold harmless APC and its officers, partners, and employees (collectively, the "APC Indemnified Persons") against any and all losses, claims, damages, liabilities, or litigation (including legal and other expenses) to which any of the foregoing may become subject, arising out of the placement of Securities insofar as such losses, claims, damages, liabilities, or litigation are: (a) based upon any wrongful act by

ATPLSV, the GP, or the Fund or any of their respective employees, agents, or other representatives, (b) based upon any untrue statement or alleged untrue statement of a material fact contained in the Deal Documents or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (other than statements or omissions as to APC), or (c) based on a breach by ATPLSV or the GP of any of its representations or agreements contained in the Engagement Agreement, except that this shall not apply to the extent that any losses are finally judicially determined to have resulted from the misconduct, bad faith, gross negligence, or breach of the Engagement Agreement by any APC Indemnified Person.

NO DUPLICATION

33. By separate applications, the Debtors are also seeking to employ or have already retained (i) Quinn Emanuel Urquhart & Sullivan, LLP as counsel; (ii) Murphy & King PC as co-counsel; (iii) Potter Anderson & Corroon LLP as co-counsel; (iv) Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as administrative advisor;⁴ (v) Walkers (Cayman) LLP as Cayman Islands counsel; and (vi) B. Riley Restructuring Services, LLC (“B. Riley”) provide the Debtors with a chief restructuring officer and other financial restructuring related services.⁵ While both APC and B. Riley will conduct the solicitation for exit financing, B. Riley does not raise equity for venture funds and APC’s retention is aimed at soliciting equity participation in the Debtors’ post-emergence fund. Accordingly, B. Riley intends to focus primarily on exit debt financing, whereas APC intends to focus primarily on an equity or equity-like capital investment. The Debtors understand the division of responsibility between the professionals and intend to

⁴ Verita has already been appointed as claims and noticing agent in these Chapter 11 Cases pursuant to a separate application and order. *See* Docket No. 22.

⁵ The Debtors may seek to retain additional professionals should circumstances warrant.

carefully monitor these and any other professionals to ensure a clear delineation of their respective duties and roles so as to prevent duplicative efforts. The Debtors recognize that efficient coordination of efforts among the Debtors' professionals will greatly add to the effective administration of these Chapter 11 Cases.

RETROACTIVE RETENTION

34. The Debtors request approval of the employment of APC effective as of February 18, 2026. Such relief is warranted by the circumstances presented by these Chapter 11 Cases. The Third Circuit has identified "time pressure to begin service" and absence of prejudice as factors favoring retroactive retention. *See In re Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986); *see also In re Indian River Homes, Inc.*, 108 B.R. 46, 52 (Bankr. D. Del. 1989). The complexity, intense activity, and speed that has characterized these Chapter 11 Cases has necessitated that APC focus immediate attention on time-sensitive matters and promptly devote substantial resources to the services to be provided to the Debtors, pending submission and approval of the Application.

NO PRIOR REQUEST

35. No prior request for the relief sought in this Application has been made to this Court or any other court.

NOTICE

36. The Debtors will provide notice of this Application to the following parties and/or their respective counsel: (a) the United States Trustee for the District of Delaware; (b) the Committee (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the attorneys general in the states where the Debtors conduct their business

operations; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the relief requested, no further notice is necessary.

CONCLUSION

37. Accordingly, for all of the foregoing reasons, the Debtors believe that the retention of APC as global placement agent to the Debtors effective as of February 18, 2026 is necessary, in the best interests of the Debtors, their estates and creditors, and all parties in interest, and will result in an effective and efficient representation in these Chapter 11 Cases.

WHEREFORE, the Debtors respectfully request the entry of the Proposed Order, attached hereto as **Exhibit A**, granting the relief requested and any other relief as is just and proper.

Dated: March 26, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Perry M. Mandarino

Perry M. Mandarino
Name: Perry M. Mandarino
Title: Chief Restructuring Officer

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

In re:

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

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

Hearing Date: April 20, 2026 at 2:00 p.m. (ET)

Objection Deadline: April 9, 2026 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' APPLICATION FOR AN ORDER PURSUANT TO 11 U.S.C.
§§ 327 AND 328(a), FED. R. BANKR. P. 2014 AND 2016, AND LOCAL RULES 2014-1
AND 2016-1 AUTHORIZING THE EMPLOYMENT AND RETENTION OF
ATLANTIC-PACIFIC CAPITAL, INC. AS GLOBAL PLACEMENT AGENT
FOR THE DEBTORS EFFECTIVE AS OF FEBRUARY 18, 2026**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Application Debtors' Application for an Order Pursuant To 11 U.S.C. §§ 327 and 328(a), Fed. R. Bankr. P. 2014 and 2016, and Local Rules 2014-1 and 2016-1 Authorizing the Employment and Retention of Atlantic-Pacific Capital, Inc. as Global Placement Agent for the Debtors Effective as of February 18, 2026* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Application, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **April 9, 2026 at 4:00**

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.

p.m. (ET) (the “Objection Deadline”), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Application are received, the Application and such objections shall be considered at a hearing before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801 on **April 20, 2026 at 2:00 p.m. (ET)**.

IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RETENTION AND RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: March 26, 2026
Wilmington, Delaware

Andrew M. Berdon, Esq. (admitted *pro hac vice*)
Patricia B. Tomasco, Esq. (admitted *pro hac vice*)
Rachel E. Epstein, Esq. (admitted *pro hac vice*)
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Respectfully submitted,

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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

In re:

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

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

Re: Docket No.

ORDER PURSUANT TO 11 U.S.C. §§ 327 AND 328(a), FED. R. BANKR. P. 2014 AND 2016, AND LOCAL RULES 2014-1 AND 2016-1 AUTHORIZING THE EMPLOYMENT AND RETENTION OF ATLANTIC-PACIFIC CAPITAL, INC. AS GLOBAL PLACEMENT AGENT FOR THE DEBTORS EFFECTIVE AS OF FEBRUARY 18, 2026

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) seeking authorization to retain and employ Atlantic-Pacific Capital, Inc. (“APC”) as global placement agent in these Chapter 11 Cases effective as of February 18, 2026; upon the Retention Declaration; and the Court being satisfied based on the representations made in the Application and the Retention Declaration that APC neither represents nor holds any interest adverse to the Debtors or to the estates, and that the employment of APC as global placement agent to the Debtors is necessary and in the best interests of the Debtors and their estates and creditors; and it appearing that the Court has jurisdiction to consider the Application; and it appearing that due notice of the Application has been given and no further notice need be given; and upon the proceedings before the Court; and after due deliberation and good and sufficient cause appearing therefor;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); Nine Square Therapeutics, Inc. (4503); and Nereid Therapeutics Incorporated (8493). The location of the Debtors’ service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

² Capitalized terms used but not defined herein shall have the meanings set forth in the Application.

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors are authorized to retain and employ APC as global placement agent in these Chapter 11 Cases, effective as of February 18, 2026, pursuant to the terms set forth in the Engagement Agreement, as modified by this Order.
3. APC is authorized to provide the Debtors with the global placement agent Services described in the Application and the Engagement Agreement.
4. Except to the extent set forth herein, the compensation, fees, and expenses payable to APC pursuant to the Engagement Agreement, as modified by this Order, together with the indemnification, reimbursement of expenses, and contribution obligations owed to APC and any other APC Indemnified Person under the Engagement Agreement, shall be subject to review only pursuant to the standard of review set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code or any other standard of review; *provided, however*, that, notwithstanding the foregoing, the U.S. Trustee shall retain the right to object to the compensation, fees, and expenses to be paid to APC pursuant to the Application and the Engagement Agreement, including the Advisory Fees and the Transaction Fees, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of APC's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record

shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of APC's fees.

5. The Debtors are authorized to compensate and reimburse APC pursuant to the terms of the Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

6. In light of the services to be provided by APC and the compensation structure in the Engagement Agreement, APC and its professionals shall be excused from: (i) any requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a), Local Rule 2016-1, and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals. Instead, notwithstanding that APC does not charge for its services on an hourly basis, APC will nonetheless maintain time records in half-hour (0.50) increments setting forth, in summary format, a reasonably detailed description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

7. To the extent requested in the Application, APC is granted a waiver with respect to the information requirements contained in Local Rule 2016-1(d).

8. The Debtors shall indemnify APC under the terms of the Engagement Agreement, as modified pursuant to this Order:

- a. The APC Indemnified Persons shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services, as provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefore is approved by this Court.
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify APC Indemnified Persons, or provide contribution or reimbursement to APC Indemnified Persons, for any losses, claims, damages, judgments, liabilities, or expense that are either: (a) judicially determined (the determination having become final) to have arisen from

such APC Indemnified Persons' gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of such APC Indemnified Persons' contractual obligations, if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law; or (c) settled prior to a judicial determination under subsection (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which such APC Indemnified Persons should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

- c. If, before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (b) the entry of an order closing these Chapter 11 Cases, the APC Indemnified Persons believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, the APC Indemnified Persons must file an application in this Court, and the Debtors may not pay any such amounts to the APC Indemnified Persons before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the APC Indemnified Persons for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the APC Indemnified Persons. All parties in interest shall retain the right to object to any demand by the APC Indemnified Persons for indemnification, contribution, or reimbursement.

9. Any limitation of liability provisions in the Engagement Agreement are deemed to be of no force or effect with respect to the Services to be provided pursuant to this Order.

10. None of the fees payable to APC under the Engagement Agreement shall constitute a "bonus" or fee enhancement under applicable law.

11. In the event that, during the pendency of these cases, APC seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in APC's fee applications and such invoices and time records shall be in compliance with Rule 2016-2(f) of the Local Rules of this Court, and shall be subject to the U.S. Trustee Guidelines and approval of this Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section

327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

12. Notwithstanding anything to the contrary in the Application, APC shall not seek reimbursement of any fees or costs arising from the defense of any objection to its fees or expenses in the Chapter 11 Cases.

13. This Order shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

14. The Debtors and APC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

15. To the extent this Order is inconsistent with the Engagement Agreement or the Application, this Order shall govern.

16. The Court shall retain exclusive jurisdiction over any disputes that may arise in connection with this Order.

EXHIBIT B

Bossone Declaration

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

In re:

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

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

**DECLARATION OF ANTHONY BOSSONE IN SUPPORT OF DEBTORS’
APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF ATLANTIC-PACIFIC CAPITAL, INC. AS GLOBAL PLACEMENT
AGENT FOR THE DEBTORS**

I, Anthony Bossone, under the penalty of perjury, declare as follows:

1. I am a Partner and the Chief Financial Officer of Atlantic-Pacific Capital, Inc. (“APC”), proposed global placement agent to the above captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”).

2. I submit this declaration (this “Declaration”) pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, in support of the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Atlantic Pacific Capital as Global Placement Agent to the Debtors* (the “Application”).

3. I am duly authorized to make this Declaration on behalf of APC and to submit this Declaration in support of the Application. Unless otherwise stated in this Declaration, I have

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.

personal knowledge of the facts hereinafter set forth. To the extent that any information disclosed herein requires amendment or modification upon APC's completion of further analysis or as additional information becomes available to APC, a supplemental declaration will be submitted to the Court.

SERVICES TO BE PROVIDED

4. As global placement agent, APC will provide the following services for the Debtors:

- a. assist in the preparation of summary marketing materials describing the Securities and the Transaction;
- b. assist in the preparation of a confidential offering memorandum and any other organizational documents;
- c. organize and disseminate due diligence materials to prospective investors and the management of a virtual data room;
- d. advise on the structure and terms of the Fund and the execution process for the Transaction;
- e. identify, solicit, and market to prospective investors of the Fund;
- f. arrange presentation meetings between prospective investors and the General Partner, and participate in such meetings;
- g. provide periodic updates to the General Partner on the status of the Transaction process;
- h. consult with the General Partner as to strategy and tactics for initiating discussions and negotiations with prospective investors;
- i. forward to the General Partner any requests for additional information by prospective investors and assist the General Partner in responding to such requests;
- j. provide recommendations on the selection of investors for the New Fund and assist in closings of the New Fund; and
- k. provide such other services in connection with the private placement as may be mutually agreed upon by APC and the General Partner.

NO ADVERSE REPRESENTATION

5. To my knowledge, neither I, APC, nor any APC professionals, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest herein, or their respective attorneys, except as set forth herein.

6. In connection with its proposed retention by the Debtors as global placement agent in these Chapter 11 Cases, APC undertook to determine whether it had any conflicts or other relationships that might cause it to represent or hold an interest adverse to the Debtors or to the estates with respect to the matters on which APC is to be employed. The disclosure schedule annexed hereto as **Schedule A** lists the names of the parties in interest. The results of APC's conflict analysis are listed on **Schedule B**. Based on the results of the conflicts analysis, to the best of my knowledge and belief, APC does not represent or hold any interest adverse to the Debtors or to the estates with respect to the matters on which APC is to be employed.

7. I am not related or connected to and, to the best of my knowledge, no other professional of APC who will provide services to the Debtors under the Engagement Agreement is related or connected to, any United States Bankruptcy Judge for the District of Delaware or any employee in the Office of the United States Trustee for the District of Delaware.

8. In addition to me, the principal professionals who are expected to render services to the Debtors under the Engagement Agreement are as follows: Shawn Schestag, Patrick Machir, Luke Sanders, John McCarthy, and Peymon Farjam.

PROFESSIONAL COMPENSATION

9. APC intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases, subject to approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, consistent with the terms of the Engagement Agreement.

10. Subject to the Court's approval and as more fully described in the Engagement Agreement, in consideration of the services provided by APC, the Debtors agreed to the following terms of compensation:

E. Fees

11. The Engagement Agreement includes the following fee schedule (the "Fee Schedule"):

- a. **Advisory Fee:** An advisory fee equal to the sum of (i) \$200,000 per quarter during the first two (2) quarters of the Engagement Period and (ii) \$100,000 per quarter for the remaining quarters of the Engagement Period (the "Advisory Fee"). The Advisor Fee shall be (x) fully creditable against the Placement Fee, and (y) prorated for any period of less than a full quarter;
- b. **Placement Fee:** A placement fee equal to the greater of: (A) \$1.5 million and (B) the sum of: (i) one percent (1%) of capital commitments made to the New Fund during the Engagement Period from Reduced Fee Investors (listed on Schedule A of the Engagement Agreement), (ii) zero percent (0%) of capital commitments made to the Fund during the Engagement Period from No Fee Investors (listed on Schedule B of the Engagement Agreement) and (iii) two percent (2%) of all remaining capital commitments made to the New Fund during the Engagement Period (collectively, the "Placement Fee");
- c. **Deferred Placement Fee:** One half (50%) of the Placement Fee applicable to the initial closing of the offering of Securities shall be paid at the time of such initial closing. The remaining portion of the aggregate earned Placement Fee (the "Deferred Placement Fee") shall be paid in eight (8) equal quarterly installments commencing when the New Fund's management fee commences (but no earlier than ninety (90) days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing and no later than 180 days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing), together with interest on the unpaid balance at prime per annum. On each subsequent closing date, the Placement Fee for such closing shall be paid on the same terms and timing as the initial closing, in accordance with the immediately preceding sentence. For the avoidance of doubt, the Deferred Placement Fee payment due for each closing subsequent to the initial closing shall be calculated so that each is equivalent to the amount of the Placement Fee that would have been paid as of such date if the investors admitted at such time had been admitted as of the initial closing date, except that interest will accrue from the respective subsequent closing date. The Placement Fee can be prepaid in part or full any time with accrued interest but without penalty.

- d. ***Carried Interest Fee:*** APC is also entitled to receive a portion of the New Fund's carried interest or the equivalent of performance incentive fees payable to the New Fund's manager, calculated as follows: (i) two and one half percent (2.5%) on capital commitments for which APC earned a Placement Fee pursuant to (b)(i) above and (ii) five percent (5%) on capital commitments for which APC earned a Placement Fee pursuant to (b)(ii) above (the "Carried Interest Fee").
- e. ***Introduction Placement Fee:*** If APC is not engaged as exclusive global placement agent for the Subsequent Fund,² the General Partner and/or its affiliates shall pay APC a placement fee equal to the following amounts of the capital committed to the Subsequent Fund by any investor who was introduced to the New Fund by APC during the Engagement Period; one percent (1.0%) if the investor commits after three years but before four years of the final closing of the New Fund; and one-half percent (0.5%) if the investor commits between four years and five years of the final closing of the New Fund (the "Introduction Placement Fee"). The placement fee for such investments in the Subsequent Fund shall be on the same payment terms as outlined in section 2(c) of the Engagement Agreement.
- f. ***Portfolio Company Placement Fee:*** If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests in a portfolio company of the New Fund through a co-investment vehicle or separately management account established by ATPLSV or an affiliate thereof for the purpose of co-investing in portfolio companies of the New Fund, then ATPLSV shall pay, or cause such co-investment vehicle or separately managed account to pay, to APC a placement fee equal to the greater of (i) one-half of one percent (0.5%) of the amount so invested by such investor in such portfolio company or (ii) one year's management fee on the amount so invested by such investor in such portfolio company (the "Portfolio Company Introduction Placement Fee"). Such placement fee shall be payable on the terms set forth in section 2(c) of the Engagement Agreement.
- g. ***Non-Portfolio Company Placement Fee:*** If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests directly in an operating company that is not a portfolio company of the New Fund, through a private placement transaction sponsored by ATPLSV or an affiliate thereof, then ATPLSV shall pay, or cause such company to pay, to APC a placement fee equal

² Pursuant to the Engagement Agreement, "Subsequent Fund" means "[f]or three years from the final closing of the [New Fund], if APC has earned a Placement Fee pursuant to [the Engagement Agreement] of at least \$6 million, APC shall have the exclusive right to be engaged to represent the [General Partner], an affiliate of the [General Partner], or any entity in which the senior members of the [General Partner] are members, as the exclusive global placement agent, in connection with the formation of the next privately-offered investment vehicle with substantially the same investment strategy to the [New Fund] created and/or managed by the [General Partner], an affiliate of the [General Partner], or any entity in which the senior members of the [General Partner] are member (collectively, the "Subsequent Fund"), which representation shall be on the same or substantially similar terms as investment vehicles of similar size, strategy and asset class during the period of such representation."

to one percent (1.0%) of the amount so invested by such investor in such company (the “Non-Portfolio Company Placement Fee” and, together with the Placement Fee, the Deferred Placement Fee, the Carried Interest Fee, the Introduction Placement Fee, the Portfolio Company Placement Fee, and the Non-Portfolio Company Placement Fee, collectively, the “Transaction Fees”). Such Non-Portfolio Company Placement Fee shall be payable upon closing of such transaction.

F. Expenses

12. The Debtors agree to periodically reimburse APC when invoiced for all of its reasonable and documented travel, phone, courier, and other out-of-pocket expenses incurred in connection with APC’s services provided under the Engagement Agreement during the Engagement Period, up to \$75,000 without further approval. Aggregate expenses exceeding \$75,000 shall require prior approval.

13. The Debtors also agree to bear the cost of all of the Fund’s legal, accounting, printing, and other expenses in connection with the offering and sale of Securities.

14. The Debtors submit that the foregoing rates and charges are fair and reasonable in light of (a) industry practice, (b) market rates charged for comparable services both in and out of bankruptcy, and (c) APC’s experience with respect to these services.

15. Other than as set forth in the Retention Declaration, no arrangement is proposed between the Debtors and APC for compensation to be paid in these Chapter 11 Cases.

16. APC will maintain detailed, contemporaneous records of time and any necessary expenses incurred in connection with the rendering of the services described above.

17. APC will seek approval of payment of compensation for post-petition services upon the filing of appropriate applications for allowance of interim or final compensation pursuant the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court.

18. APC has informed the Debtors that it has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code. Further, the APC has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with the these Chapter 11 Cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 26, 2026

ATLANTIC-PACIFIC CAPITAL, INC.

/s/ Anthony Bossone

Name: Anthony Bossone

Schedule A

List of Potential Parties in Interest

Debtors

Apple Tree Life Sciences, Inc.
ATP Life Science Ventures, L.P.
ATP III GP, Ltd.
Apertor Pharmaceuticals, Inc.
Evercrisp Biosciences, Inc.
Initial Therapeutics, Inc.
Marlinspike Therapeutics, Inc.
Nereid Therapeutics
Nine Square Therapeutics, Inc.
Red Queen Therapeutics, Inc.

Banks

Banc of California
Citizens Bank
Eastern Bank
JP Morgan Chase Bank, N.A.
Western Alliance Bank

Vendors

AAAS
BioCentury, Inc.
Boston Globe Life Science Media
Canon
Digital Science & Research Solutions, Inc.
DirectUS
Integration Appliance, Inc.
Prendio LLC
Private Plane Expenses

Consultants

Andrew Bayliffe
Hughes and Hughes Bookkeeping
Newfront Consulting
Ollie Yuav

Contract Counterparties

IPassword
American Copy Machines
BCL Search
Citeline
Directus Cloud

EndPointsNews
Evaluate Ltd.
Guidepoint Global, LLC
Insperity
Intapp
Massachusetts Medical Society
New England Journal of Medicine
Nextiva
Palmier Services Ltd.
Science AAAS
Sentient Jet
Springer Nature
Rockefeller University Press Journal of
Experimental Medicine
The New York Times

Lessors

Contemporary Information Company
RXR HB Owner, LLC
230 Park Avenue Holdco, LLC

Utilities

8x8
Spectrum
Verizon

Insurance Providers

Coalition Insurance Solutions, Inc.
Continental Casualty Company
Federal Insurance Company
Houston Casualty Company
National Union Fire Insurance Company of
Pittsburgh, Pa
Travelers Excess and Surplus Lines
Company
Westfield Insurance Company

**Bankruptcy Judges, Court Staff, and
Clerk of Court for the District of**

Delaware

Chief Judge Karen B. Owens
Judge John. T. Dorsey

Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Brenden L. Shannon
Judge Laurie Selber Silverstein
Judge Kate J. Stickles
Judge Mary F. Walrath
Al Lugano
Amanda Hrycak
Cacia Batts
Claire Brady
Danielle Gadson
Demitra Yeager
Jill Walker
Laura Haney
Laurie Capp
Lora Johnson
Marquietta Lopez
Nickita Barksdale
Nikki Washington
Paula Subda
Rachel Bello
Stephen L. Grant
Xavier Hunt

Staff of the Office of the United States

Trustee, Region 3

Andrew R. Vara
Benjamin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathen Lipshie
Jonathen Nyaku
Joseph Cudia
Joseph McMahan
Juliet Sarkessian
Lauren Attix
Linda Casey

Linda Richenderfer
Micheal Panacio
Nyanquioi Jnoes
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

Committee Professionals

Cole Schotz P.C.
Dundon Advisers LLC

DIP Lender Parties

Oak Tree Capital Management, Inc.
Alter Domus (US) LLC
Cleary Gottlieb Steen & Hamilton LLP
Holland & Knight

Debtor Board Members

Bob Hugin
Edmund Graziani
Joseph Yanchik
Laura Forese
Loren Walensky
Margaret Bigelow
Mark Mitchnick
Matthew Jacobson
Meenu Chhabra Karson
Neena Kadaba
Paul Eisenberg
Seth Harrison
Spiros Liras
Tanja Kortemme

Debtor Officers

Lawrence Lum
John Reilly

**Non-Debtor Portfolio Company Directors
and Officers**

Andrew Geall
Ankeet Jethwa
Anna Batarina
Antoine Papiernik
Aron Knickernocker

Brian Shoichet
Christopher Rader
David Lewis
Dennis Langer
Doug Godshall
Edward Yoon
Himani Bhalla
Jerry Karabelas
Jim Vaselli
Kathy Fernando
Leo Redmund
Mace Rothbenberg
Micheal Derkacz
Micheal Ehlers
Micheal Wasserman
Mikael Dolsten
Nathaniel Wang
Parinaz Aliahmad
Patrick Kennedy
Paul Da Silva Jardine
Suraj Shah
Todd Skacan
Yanay Ofran
Zack Scott
Zhen Su

Debtors' Professionals

B. Riley Restructuring Services, LLC
Grant Thornton, LLP
Murphy & King
Potter Anderson & Corroon LLP
Quinn Emanuel Urquhart & Sullivan, LLP
Verita
Walkers Global

Ordinary Course Professionals

Covington & Burling LLP
DiFilippo Corporate Finance Group
Elsberg Baker & Maruri PLLC
Maples Group
Marcum LLP (CBIZ, Inc.)
Mishcon De Reya LLP (UK)
Petra Funds Group, LLC
Pluris Valuation Advisors, LLC
Proskauer Rose LLP
Stout Risius Ross, LLC

WilliamsMarston LLC
Wilson Sonsini Goodrich & Rosati, P.C.

Rigmora Counsel

Debevoise & Plimpton LLP
Richards, Layton & Finger, P.A.

Portfolio Companies (aka non-debtor affiliates)

Aethon Therapeutics
Ascidian Therapeutics (fka Pulsar Bio Therapeutics)
Aulos Bioscience
Braeburn
Deep Apple Therapeutics
Galvaniz Therapeutics
Marengo Therapeutics
Replicate Bioscience

Management Debtors Top 20 Unsecured Creditors

Belay Solutions, LLC
Chelsea Technologies LLC
Cogent Communications, LLC
Echelon Fine Printing
Mark Mitchnick
RXR HB Owner LLC
The Agency Worldwide
The Regents of the University of California Berkeley

ATP Life Science Ventures, L.P. Equity Holders

Aaron Kantoff
Anna Batarina
Danjie (Eva) Zhou
David McIntyre
Hamade Family Trust (dated 6/18/2003)
Jonathan Waldstreicher
Julie A. Gionfriddo
Les Pommes LLC c/o/ Apple Tree Ventures Management LLC
Marie-Therese Afif
Paul Eisenberg
Rob Armstrong
Sally Jacob

Samuel Hall
Seth L. Harrison
Stephen G. Dance
The Lauren A. Farrell Trust (dated
5/18/2018)
William Engels

ATP III GP, Ltd. Equity Holder

Seth L. Harrison, MD

Red Queen Therapeutics, Inc. Top 20

Unsecured Creditors

Altasciences Company Inc.
Dechert LLP
Omega Systems Consultants
Omnicia, Inc.
Pace Analytical Life Sciences, LLC
Prendio LLC
Sarah Recchio

Red Queen Therapeutics, Inc. Equity Holders

Dana-Farber Cancer Institute, Inc.
Gregory Bird
Henry Herce
Loren Walensky
Marilynn Bersoff
Mark Mitchnick
Namrata Turaga
Paul Da Silva Jardine
Paul Eisenberg
Ravneesh Sachdev
Spiros Liras

Red Queen Therapeutics, Inc., Creditors

1Life Healthcare Inc.
9375-3408 Quebec Inc.
ADP, Inc
Amnet Systems LLC
Apple Tree Life Sciences, Inc.
Aptar Congers
Arthur J. Gallagher Risk Management
Services, Inc.
Aruna K. Subramanian
Ascidian Therapeutics, Inc.
ATP Research and Development, Inc.

Bachem Americas, Inc.
Bay Valuation Advisors, LLC
BDO USA, LLP
Bend Financial, Inc.
Bill.com
Blue Cross Blue Shield
Boston Industries, Inc.
Brex
Browne Consulting Group
Cambridge Biolabs
Cambridge Trust
Cameron Wolfe
CD Chunn & Associates, Inc.
Charles River Laboratories, Inc.
Chien-Te Kent Tseng
Colorado State University
CPC Scientific, Inc.
Creative Biolabs Inc.
Credit Card Misc.
CT Corporation
Custom NMR Services, Inc.
Cytel Inc
Davey Smith
Delaware Secretary of State
Digital Insurance LLC
DocuSign, Inc.
Ea Spry Co. Inc.
eCtd Publishing LLC
Eric Smith
Eurofins Panlabs Discovery Services
Taiwan, Ltd.
Eurofins Panlabs Inc
Eva Garland Consulting
EyeMed
Fragomen, Del Ray, Bernsen & Loewy, LLP
Franchise Tax Board
Gyros Protein Technologies
Halloran Consulting Group
Hansol Jang
Human Predictions LLC
ImQuest BioSciences
InCSD, LLC
Integral Molecular, Inc.
Intuit
IVEK Corporation
Janet Nokleby

John George McHutchison
JTR & Associates, LLC
K P'Das Bio-Consulting
KOC Consulting, LLC
Kyinno Biotechnology Co., Ltd.
Larry Smith
Latham BioPharm Group
LinkedIn Corporation
Loxley LLC
Lytica Therapeutics, Inc.
M3 USA Corporation
MED Regulatory & Toxicology Consulting, LLC
Medizinische Universität Innsbruck
Meeting Protocol Worldwide LP
Meeting Protocol Worldwide LP-1
Microbiologics
NAGASE Specialty Materials NA LLC
Nanopharm Ltd.
Nanopharm Ltd. – USD
Next Breath
Organix
Peak Scientific Inc.
Pentagram Design Inc.
PPD Development, LP
ProPharma Group LLC
Protein Technologies, Inc.
Prudence Ciardullo
PurePEG, LLC
Quality Compliance Partners, Inc.
Raphael J. Landovitz
Retrovirox Inc.
RG Supply Chain Consulting Inc
Ron Moss
Shelterpoint
Shyam Kottiril
Sigmovir Biosystems Inc.
Sino Biological US Inc.
Solium Capital LLC
Southern Research Institute
Spences Services LLC
Sterling Corporation
Sun Life
The Agency Worldwide
The Catalytic Agency, LLC
Tremaine DMPK Consulting, LLC

True North Biopharm LLC
TS Pharma Experts LLC
Tufts Biolabs
University of Tennessee Health Science Center
Uppsala Monitoring Centre
Utah State University, Institute for Antiviral Research
V4Scientific
Vascumab LLC
Vectura Ltd.
ViraTree LLC
Vivitide
Waters Technologies Corporation
World Courier Inc
World Customs Brokerage Inc
WuXi AppTec (HongKong) Limited
YIN HTWE
Zahra Fathi

**Initial Therapeutics, Inc. Top 20
Unsecured Creditors**

Airgas USA, LLC
Armanino Advisory LLC
BDO USA LLP
CAS Chemical Abstract Services, Inc.
Curia Global, Inc.
Diamond Age Data Science LLC
Fisher Scientific Company, LLC
Forkable
Formulatrix LLC
Life Technologies Corporation
Mettler-Toledo Rainin, LLC
NexusCW Inc
Pegasus Purchaser, Inc.
Pharmaron, Inc.
Promega Corporation
ProteinSimple Checking BIN #39
Stemcell Technologies Inc
Tecan U.S. Inc
VWR International, LLC

Initial Therapeutics, Inc. Equity Holders

Alexander McCampbell
Brain Paegel
Brooke Olsen Blair

Danielle Carino
Fred Ward
Ilsa Kirby
James H. Doudna Cate
James and Jennifer Doudna Cate Living
Trust (dated 1/2/2014)
Kevan Shokat
Kevan M. Shokat and Deborah Kamali, as
trustees of the Shokat-Kamali Living Trust
(dated 5/11/2012)
Margot Paulick
Mariwil Wong
Matthew Jacobson
Micheal Ehlers
Mohan Sivaraja
Mohit Trikha
Neena Kadaba
Peiwen Yu
Peter DiLaura
Phil Patten
Rachel Green
Rajesh Chopra
Sarah Smith
Spiros Liras
Stephanie Maiocco
Xiaoyue (April) Chen

Initial Therapeutics, Inc., Creditors

1Life Healthcare, Inc.
201 Spear Street
AA BLOCKS, LLC
AABC Testing & Certification
AACR
ABBEXA
Abcam, inc.
AC Hotel
AC Lab Instruments
Ace Parking
Acrotien ChemBio Inc
ACTenviro
Adobe
ADP
Agilent Technologies, Inc.
AIR-TITE Products Co., Inc.
AK Scientific, Inc.
Alaska Airlines

Alex's Mobile Notary Public Services
Alithea Genomics SA
Allucent US LLC
Alpha Teknova, Inc.
Amami San
Amaresh Keleta
Amazon
Amazon Business Prime
Amazon Capital Services, Inc.
Amazon Web Services
Ambeed, Inc.
American Association for Cancer Research
American Chemical Society
American Type Culture
American Type Culture Collection
Amith Vikram Rangarajan
Amoura Resturant
Ampersandpeople inc
Anecdote
Anirban Datta
Ann MacLaren
Antibodies Inc.
AnytimeLabTrader, LLC
Aon Consulting, Inc. (NJ)
Apconix Ltd.
Apertor Pharmaceuticals Inc.
Apexbio Technology LLC
Apicells Inc.
Are Café Resturant
Arthur Dean Olson (Dean Olson Patent
Consulting)
Arthur J. Gallagher Risk Management
Services, Inc.
Asana
ASCO
AstaTech Inc.
Astrill VPN
ATCC
ATP Research and Development, Inc.
Atum
Aurigene Pharmaceutical Services, Ltd.
Avanan
Aviva Systems Biology
Axis Enterprises Inc.
Axis Promotions
Azenta US, Inc.

Backhaus	Cell Culture Company
BambooHR	Cell Signaling Technology, Inc.
Baskin-Robbins	Certara USA, Inc.
Bay Valuation Advisors	Certified GeneTool, Inc.
Bayshore Safety & Industrial Supplies	Champions Oncology, Inc.
BCBS	Charles Kreider (Kreider Consulting)
Beckman Coulter, Inc.	Charles River Laboratories
Becton, Dickinson & Co.	Chase Luck Bakery
Bend Financial	Checkr
Biocom California	ChemAxon
BioDuro LLC	ChemExplorer Company LTD
BioIVT	Chemglass Life Sciences
BioLegend	Chemical Computing Group
BioProcedure	Chemrus Inc.
Bio-Rad Laboratories, Inc.	Che,scene Limited Liability Company
Biospace	Chemtos LLC
Biotage, LLC	Chico Marx
Biotech Equipment Sales, Inc.	Chipotle Online
Bio-Techne Sales Corporation	Christine Matthews (now Digital Insurance)
Bliss Pops	Christos Tzitzilonis
Blossom Flower Deliver	Chwen Cheng Chen
Blue Bottle Coffee	Cintas Corporation (AZ)
BMG LABTECH, Inc.	City of Burlingame
Bordelon Marine	City of Sm Pw Parking
Boster Biological Technology	City of South San Francisco
Box, Inc.	City of Ssf Permit Dept
BPS Bioscience Technology	Clarke Consulting
Brady Worldwide Inc	Clarke S1 Sim
Brex Card – Expensify Linked	Clipper
Brian Benjamin Tuch	CLSA
Bridge Bank	CAN
Broken Yolk Café	Collaborative Drug Discovery, Inc.
Bronwyn Sanders	Combi-Blocks Inc.
Browne Consulting Group	Computer Care
BUTCHER’S CUT	Copyright Clearance Center
Cable 55	Corovan Moving & Storage Co.
Caffe Central	Costco
Caffe Centro	Creative Biogene, Inc.
California Chamber of Commerce	Creative Biolabs, Inc.
California Franchise Tax Board	Credit Card Misc.
California Pizza Kitchen	Crossmint Pending
Cambridge Healthtech Institute	Crown Bioscience Netherlands BV
Cancer Research Institute	Crown Bioscience, Inc.
CC My Admin LLC	Crown Worldwide Moving and Storage, LLC
CDW LLC	CSC
Celine Calalang	

CSC Leasing CO	Envoy
Cshl Meetings & Courses	Eppendorf North America Inc.
CT Corporation	Esposito's Catering
Culligan	Esquire
Culligan Water	Esraa Mohamed
Curia Bio Inc. (dba Lake Pharma)	Etsy
Cursor	Eurofins Cerep SA
CVS Pharmacy	EUROFINS DISCOVEREX CORP
Daicel Chiral Technologies	Eurofins Panlabs Inc.
Danae Inc.	EventCreate
Daniel W Pierce	Express Parking
Data Kable Technology Inc	Extra Space Storage
Dataworks Development Inc	EyeMed
DC3 Therapeutics, LLC	ezCater
De Novo Software	Ezcater Ruse Woodfire
Dead Eye Coffee Bar	Farley's
Dean W. Felsher	FedEx
Deep Apple Therapeutics, Inc.	FlowJo LLC
Delaware State	Fragomen, Del Ray, Bensen, & Loewy, LLP
DeNoix Inc	Frontage Laboratories, Inc.
DHL	Frontier Scientific Services Inc.
Diaago LLC	Fuchunju
Dice Molecules SV, inc.	FUJIFILM Wako Chemicals U.S.A.
Divisadero Florist	Corporation
DocuSign	G&P Biosciences LLC
Dojindo Molecular Technologies, Inc.	Galen Laboratory Supplies LLC
Dollar Tree	GarboBio Inc. (AcceGen)
Donald Schmidt Jr.	Gary F. Musso
DoorDash	Gaslamp
Dorothy Rachel Green	GeneCopoeia, Inc.
Dotmatics, LLC	Genesee Scientific Corporation
Dragonfly Design Group	GenScript USA, Inc.
Drug Design Group	Gifford Bioscience Ltd
Easy Learning Incubator LLC	Github
EasyLlama	GlobalData
Eataly	GoDaddy
eBay	Gordon Rees Scully Mansukhani, LLP
EDITCO BIO INC.	Grainger Industrial Supply
Edward M. Driggers	Grant Park Bistro
Eirna Bio Ltd	GraphPad
Embassy Suites by Hilton	Greenhouse Software, inc.
EMD Millipore Corporation	GroupGreeting
Emily Lin Karbarz	GS Pharma Solutions, LLC
eMolecules, Inc.	Hamamatsu Corporation
Enamine US Inc.	Headline Pa
Endpoints	Herb N' Kitchen

High Flying Foods
Hilton Hotels
HL Peninsula
HoneyBaked Ham
Horizon Discovery Biosciences Ltd
Hyatt
Ichika Sushi House
IKA-WORKS, Inc.
IKEA
Il Fornaio
Illumina, Inc.
Impark
India Quality Restaurant
Indian Clay Pot
Instacart
Integra Biosciences Corporation
Integrated DNA Technologies, Inc.
Integrative Drug Discovery ULC
Intuit
Invested Digital Group, Inc.
IQ Proteomics, LLC
Jack in the Box
Jackie McGrath Inc.
Jeff Hsu
Jena Bioscience GmbH
Jennifer Rocnik
Jessamyn Wead
Jetbrains Americas, Inc.
Jim Li
JMP Group Inc.
John Hood
Jonathan R Wong dba Enigma Search
Solutions LLC
Joesph M. Llovet
Joesph Fan
Julius Khoo, Consultant
K.F. Howell Electric, Inc.
Kai Fa Qu Xi Lai Deng Jiu
Kenneth B. Wlasichuk
Kim F. McClure (Kb Pharma Consulting,
LLC)
Klein Hersh International
Kristina Leandra Harter
Kristine Anne Gordon
Laurie L. LeDoux
LAZ Parking
Leibniz-Institut DSMZ-Deutsche Sammlung
von Mikroorganismen und Zellkulturen
GmbH
Lenovo Group
Letterman Digital Arts
LifeSpan Biosciences, Inc.
Lonza Walkersville, Inc.
Lowe's
Lucid Software
Luke's Lobster
Marriott
Marshall Scientific LLC
Martin S. Linsell
Maruzen International Co., Ltd.
Matphil Technologies, Inc. dba Pipette.com
McCormick Place
McMaster-Carr Supply
McNeill Baur PLLC
Meaghan An
MeCour Temperature Control, LLC
MedChemExpress LLC
Mercury Business Services LLC
Meso Scale Diagnostics, LLC
Metrion Biosciences Ltd.
Mzez Greek Fusion
Microsoft Office Azure
Microsoft Store
Miller & Lux Restaurant
MingHin Cuisine
Molecular Devices, LLC
MongoDB
Monnit Corporation
Moravek Biochemicals, Inc.
Morrow Service, Inc.
Mosaic Networx, LLC
Murigenics, Inc.
Murphy & King
MyBioSource, Inc.
NanoImaging Services, Inc.
Nanosyn, Inc.
National Screening Services LLC
Nationwide Screening Services
Nespresso
New England Biolabs
Nicholas Galli
Niu B

NorCal Water	Rachel Kindt
Nothing Bundt Cakes	Ramen Hero
Novogene Corporation Inc.	RayBiotech
NovoPro Bioscience Inc.	RC TRITEC AG
Novus Biologicals, LLC	Regents of the University of CA, Irvine
Nuaire	Remarkable
NXT Power, LLC	RevMAb Biosciences USA, Inc.
Occupational Health Centers of North Carolina, P.C.	Revvity Health Sciences, Inc.
Okta, Inc	Revvity Signals Software, Inc.
OLIVAS MEXICAN FOOD	Rhino Networks
On The Roll Catering and Events	Ribomaps LTD
One12	Ricky P Jones
OneDigital Topco LLC (Digital Insurance LLC)	RIPOSO
OpenAI	Riposo Mobile
Optibrium Limited	Road Master Club
OriGene Technologies, Inc.	Ronnie-Ray Abriam Orpilla
Osteria Panevino	Rosemarie O'Shea
Palace Hotel Dining	RStudio
Panera Bread	Rudra Nand
Parking – SF	Russell Reynolds Associates, Inc.
Parr Instrument Company	Sab Lai Thai Kitchen
Pbss	Samuel Munroe
Penske Truck Rental	San Diego Convention Center
PerformYard, Inc.	San Francisco Baking Institute
Peter DiLaura	San Francisco International Airport
Pharmablock (USA), Inc.	San Mateo County
Phenomenex, Inc.	San Mateo County Tax
Pingyu Ding	Santa Cruz Biotechnology Inc
Pizzeria Delfina	Sartorius Corporation
Plasmidsaurus Inc.	SBC Worldwide, LLC
Posit Software, PBC	Schrodinger, LLC
Postal Annex	SciSummary
Prendio LLC	Secretary of State California
Pressed Café	See's Candies
Prestige Lens Lab	Seismic Installations
PricewaterhouseCoopers LLC	Selleck Chemicals LLC
Primordium Labs	Sensitech Inc.
Prince Scientific LLC	Sentinel
Profcontrol GmbH	Seqmatic LLC
Pronto!	SFMTA Parking
Proteintech Group, Inc.	Shanghai Chempartner Co., Ltd.
Qiagen LLC	Sheridan Books
Quintara Discovery, Inc.	Shisan Fan Sushi and Chinese Restaurant
R&D Systems, Inc.	Shred City
	Sigma-Aldrich, Inc.
	Signal Solutions Corporation

Silicon Valley Corporate Relocation
SL 2T, LLC (SmartLabs)
Slack
Slidexpress PVT LTD
SmartSign
SnapGene
SNPsaurus
Solium Plan Managers LLC
Soloprotect US
SPRO
Stanford University
Staples
Staples Advantage
Starbucks
Stella Alpina Osteria
Stericycle, Inc.
Steven A Smith
Steven J. Freedman
Steven R. Sando
Strategic Spaces
Subscription Cc Auth
Sun Life Financial
Surplus Solutions LLC
Susan Lyman
Susanne Steggerda
Swagelok Northern California
Synthego Corporation
System Biosciences
TAQUERIA LAS PENCAS
Target
Tastes On The Fly
Tax1099
TeamViewer
Technical Safety Services, LLC
Technology & Patent Research
International, Inc.
Teledyne ISCO
Thai Satay Restaurant & Bar
The Agency Worldwide
The Catalytic Agency, LLC
The Cohen Group
The Grove Wine Bar & Kitchen - Cedar
Park
The Home Depot
The Honest Company
The Regents of the University of California,
San Francisco
The Speech Improvement Company Inc.
Therma LLX
Thomas Scientific Holdings Inc
Thorlabs, Inc.
Tim French
Total Wine & More
Traverse
TriLink Biotechnologies, LLC
Trip.com
Triton Appliance Repair
Uber
Uline, Inc
United
Unity Biotechnology
University of California, San Diego Small
Molecule X-ray Crystallography Facility
UPS Supply Chain Solutions, Inc.
Urban Kitchen
USA Scientific, Inc.
USPS
Vector Laboratories, Inc.
Veloxee
Vincor Tech
Vistaprint
W.B. Mason Company, Inc.
W.W. Grainger, Inc.
Waterco of California
Wave
Wave Rock
West Coast Chemistry Services
White Elephant Restaurant
Whole Foods Market
Wise Guys Events
WPP Group USA, Inc. dba Ogilvy Health
WTMR
WuXi AppTec (Shanghi) Co., Ltd.
Yi Chao Fan
Yummy Home Plate
Zachary Sweeney (Edgewood Scientific
Consulting)
Zazzle
Zoom Video Communications, Inc.
Zotero
Zymo Research Corporation

Marlinspike Therapeutics, Inc. Top 20 Unsecured Creditors

Advion, Inc.
Air Systems Technologies Inc
Aurigene Pharmaceutical Services LTD
Baylor College of Medicine
BDO USA, LLP
BioProcure, Inc.
Biotech Law Center, Inc.
Browne Consulting Group
Crown Castle International Corp.
CSC Leasing Co
Digital Insurance, LLC
Middlesex Gases & Technologies, Inc.
Norton Rose Fulbright US LLP
Pharmaron, Inc.
PPF OFF 150
Roger Benjamin Ruggeri
Safety Partners
Triumvirate Environmental, Inc.
Viva Biotech (Shanghai) Limited

Marlinspike Therapeutics, Inc. Equity Holders

Alessandro Boezio
Alexander McCampbell
Baylor College of Medicine
Calla Olson
Joesph Yanchik
Kristen Karlin
Paul Da Silva Jardine
Rajesh Chopra
Thomas Westbrook
Victor Rusu

Apertor Pharmaceuticals, Inc., Top 20 Unsecured Creditors

1640 South Loop Road LLC c/o Paceline Investors LLC
Alameda County Tax Collector
Benchling, Inc.
BioDuro, LLC
BioProcure, Inc.
Browne Consulting Group
Cell Signaling Technology, Inc.
Clarke Consulting, Inc.

CSC Leasing Company
De Lage Landen Financial Services, Inc.
Digital Insurance, LLC
Elsevier B.V.
IQ Proteomics, LLC
Laboratory Equipment Company
Life Technologies Corporation
Reaction Biology Corporation
Science Suite Inc. dba BioRender
University of North Carolina at Wilmington
Zhejiang Huida Biotech Co., Ltd.

Apertor Pharmaceuticals, Inc. Equity Holders

Bo Pang
Daniel Nomura
Edmund Graziani
Ericka Mendez
Jay Keasling
Jay D. Keasling Trust (Dated 8/5/2013)
Kevan Shokat
Lawrence Lum
Matthew Jacobson
Micheal White
Neena Kadaba
Paul De Silva Jardine
Paul Eisenberg
Paul Hawkins
Rajesh Chopra
Samantha Bucktrout
Shellwater & Company
Spiros Liras

Apertor Pharmaceuticals, Inc., Creditors

lLife Healthcare, Inc.
Abcam, Inc.
Abmole Bioscience Inc.
Abwiz Bio Inc
Access Plants LLC
Adams & Chittenden Scientific Glass
ADP
Advanced Chemical Transport
Agilent Technologies, Inc
AK Scientific, Inc.
Alameda County Environmental Health
Amazon Capital Services

Amazon Web Services	Charles River Discovery Research Services
Ambeed Inc.	UK Limited [GBP]
AmiD Biosciences LLC	Charles River Discovery Research Services
AnaSpec Inc.	UK Limited [USD]
Apple Tree Life Sciences, Inc.	Charles River Laboratories Cell Solutions, Inc.
Applied Chemistry Solutions	Chemglass Life Sciences, LLC
Applikon Biotechnology, Inc.	Chemical Computing Group
Arash Samadi	Christian Puccetti
Arthur J. Gallagher Risk Management Services, Inc.	Chun Li
ATCC	Cintas Corporation
Atlas Copco Compressors LLC	Clarivate Analytics (US) LLC
ATP Research and Development, Inc.	Clark + Elbing LLP
Avanan, Inc	CNA
AxisPharm	Cole-Parmer Instrument Company, LLC
Azenta US, Inc.	Collaborative Drug Discovery, Inc.
Bay Air Systems	Combi-Blocks Inc.
Bay Valuation Advisors, LLC	Comcast
BCBS MA	Commonwealth of Massachusetts
BDO USA, LLP	ComputerCare, LLC
Becton, Dickinson and Company	Cooley LLP
Bend Financial, Inc.	Copyright Clearance Center, Inc.
Bill.com	CozChemix Limited
Bio Basic Inc.	Creative Bioarray
bioauxilium	Creative BioMart Inc.
Biocair Inc	Credit Card Misc.
BioLegend, Inc.	CT Corporation
Biomatik Corporation	CTK Instruments LLC
BioPharmics LLC	Data Kable Technology Inc
Bio-Rad Laboratories, Inc.	Dean Olson Patent Consulting LLC
Biotage LLC	Demetrix, Inc.
BiotechnologyJobs	Denisse Martinez
Biozilla, LLC	Diaago LLC
Bordelon, Inc dba Ben's Dry Ice	Diego Garrido Ruiz
Boston BioProducts, Inc.	Discovery Life Sciences
BPS Bioscience, Inc.	Discovery Scientific Solutions LLC
Brex	Diversified Laboratory Repair, Inc.
BroadPharm	Dragonfly Design Group, Inc.
BUCHI Corporation	E-Control Systems, Inc.
California Fire Detection	Elson Electric
California Life Sciences	Epoch Life Science, Inc.
Carvill Consulting	Eppendorf North America, Inc.
Cayman Chemical Company Inc.	Esco Technologies, Inc.
CC My Admin, LLC	EyeMed
CDW Direct, LLC	Fahim Syed
Cell Biolabs, Inc.	FedEx Freight

First Choice Coffee Services
 Fisher Scientific
 Flowjo, LLC
 Fortis Life Sciences fna Bethyl Laboratories
 Foxx Life Sciences, LLC
 Fragomen, Del Ray, Bernsen & Loewy, LLP
 FUJIFILM Wako Chemicals U.S.A.
 Corporation
 Genesee Scientific Corporation
 Genewiz, LLC
 Genprice Inc.
 GenScript USA Inc.
 Gentige USA Sales, LLC
 Global Industrial
 Global Life Sciences Solutions USA LLC
 Gold Biotechnology
 Gordon Research Conferences
 Grainger
 GSL Biotech, LLC
 Hamilton Company, Inc.
 Harris & Lee Environmental Sciences LLC
 HARVARD APPARATUS
 Heather Roth
 Hooke Laboratories, Inc.
 HIS
 ICE Safety Solutions
 IKA Works, Inc.
 Independent Plumbing Co.
 Infors USA Inc.
 Ingenium Group, LLC
 Initial Therapeutics, Inc.
 Integra Biosciences Corporation
 Integrated DNA Technologies, Inc.
 Intuit, Inc
 Invested Digital Group, Inc.
 Iron Box LLC
 Isomerase Therapeutics Ltd
 James Kim
 Jeff Wong
 Jeremy Barton Consulting Inc.
 Karen Sutherland
 KBA Document Solutions, LLC
 Kelly Services
 Labelmaster
 LABRepCo LLC
 Lambda
 Lawson Drayage, Inc
 Leibniz- Institut DSMZ-Deutsche
 Sammlung von Mikroorganismen und
 Zellkulturen GmbH
 Leo Letendre
 LHE Bioscience Inc.
 LI-COR Biotech, LLC
 LI-COR, Inc.
 Linde Gas & Equipment Inc.
 Litmos US, L.P. f/k/a Solo Operations US,
 LLC
 Lonza Walkersville, Inc.
 Mallory Safety and Supply LLC
 Marmon Biostatistics
 Marvelgent Biosciences, Inc.
 McMaster-Carr
 MedChemExpress, LLC
 MedSupply Partners
 Mettler-Toledo Rainin, LLC
 Mettler-Toledo, LLC
 Microverse Studios
 Molecular Devices
 Mosaic Network
 Nacalai USA, Inc.
 Naomi Jareily Ruvalcaba
 National Institute of Technology and
 Evaluation
 Nationwide Screening Services
 NBS Scientific, LLC
 NCS Moving Services
 Nefeli Chanoutsi
 Neil Vasani
 New England BioLabs, Inc.
 New Life Scientific, Inc.
 New Pig Corporation
 North America Immigration Law Group
 Novogene Corporation Inc.
 Novus Biologicals, LLC
 NW Seacology
 NXT Power
 Okta, Inc.
 OTJ Architects
 Oxford Nanopore Technologies Inc.
 Peak Scientific, Inc.
 Pete KOH Installations
 Phenomenex, Inc.

Plasmidsaurus
 Prenido LLC
 Prestige Lens Lab
 PricewaterhouseCoopers LLP
 Promega Corporation
 ProPharma Group LLC
 Protection Plus Security Services
 Proteintech Group, Inc.
 Qiagen LLC
 QuakeHold Industrial, Inc.
 R&D Systems, Inc.
 Rabin
 Raissa Estrela Curado
 Ray Liu Consulting LLC
 Regina Roodhouse
 Revvity Health Sciences, Inc.
 Revvity Signals Software, Inc.
 Roman Aguirre
 Rose Citron
 San Mateo County Tax Collector
 Sandra Santulli-Marotto
 Santa Cruz Biotechnology, Inc.
 SBS Pharma Consulting
 Sciencelo
 Scientific Plastics Company, Inc.
 SciSafe Inc.
 Seismic Installations
 Sentinel Benefits
 SeqCenter
 SEQUETECH CORP
 Sequoia Signs & Graphics, Inc.
 SFS Chemical Safety
 Shimadzu Scientific Instruments, Inc.
 Shinji Kasahara
 Sigma-Aldrich, Inc.
 Signalchem Biotech Inc.
 Signosis, Inc.
 Silas Burdick
 Sino Biological US inc.
 SL2T LLC
 SmartSheet Inc.
 SNPsaurus LLC
 Solium Plan Managers LLC
 SoloProtect US LLC
 South San Francisco Fire Department
 Southern Biotech

Staples Advantage
 State of CA – Franchise Tax Board
 State of Delaware – Division of
 Corporations
 Stemcell Technologies Inc
 STERIS Corporation
 Strategic Spaces, LLC
 STRUCTURAL ENGINEERS, INC.
 Sun Life Assurance Company of Canada
 Takara Bio USA, Inc.
 Technical Safety Services, LLC
 Teco Pneumatic
 Tenova Pharmaceuticals Inc.
 Thames Pharma Partners, LLC
 The Cambridge Crystallographic Data
 Centre
 The Cohen Group
 The Ogilvy Group LLC
 The Regents pf the University of California
 Thermo Fisher Financial Services Inc.
 Thomas Scientific, LLC
 Tinghua Cao
 Toronto Research Chemicals, Inc.
 Tracking Solutions, Inc.
 Twist Bioscience Corporation
 Uline, Inc.
 US Bank Equipment Finance
 USA Scientific
 Varigen Biosciences
 Vascumab LLC
 Veolia Water Technologies, Inc.
 VWR International LLC
 William A. Faubion, M.D.
 Wuxi AppTec (HongKong) Limited
 Wynden Stark LLC
 XanTec bioanalytics GmbH
 Zymo Research Corporation

**Evercrisp Biosciences, Inc. Top 20
 Unsecured Creditors**

Admera Health, LLC
 Agilent Technologies, Inc.
 BioMetas Group Limited
 Browne Consulting Group
 Charles River Laboratories, Inc.

ChemPartner Corporation Chengdu
ChemPartner Co., Ltd.
CSC Leasing Company
Digital Insurance, LLC
Fisher Scientific
Global Project Partners, LLC
Horizon Discovery Biosciences Ltd
Life Technologies Corporation
Marija Zecevic
Pegasus Purchaser Inc., - BioProcure LLC
Robert Thomas Abraham
Tanja Kortemme
VWR International, LLC
Wuxi AppTec (HongKong) Limited

Evercrisp Biosciences, Inc. Equity Holders

Ajeeth Adhikari
Benjamin Jagger
Brian Vash
Cody Krivacic
Geoffrey Berguig
Jennifer Doudna
Matthew Jacobson
Meenu Karson
Neena Kadaba
Peng Cheng Zhang
Raj Chopra
Spiros Liras
Stephanie Maiocco
Steven Strutt
Victor Rusu

Nine Square Therapeutics, Inc. Top 20 Unsecured Creditors

Amazon Web Services
Amprion, Inc.
Biognosys AG
Browne Consulting Group
CAS
Cell Signaling Technology, Inc.
FUJIFILM Cellular Dynamics, Inc.
Hooke Laboratories, LLC
Institut Curie
LeadTech Pharma, Inc.

Life Technologies Corporation
Mettler-Toledo Rainin, LLC
Pegasus Purchaser, Inc. (BioProcure)
Pharmaron
PLANET PHARMA, LLC
Regents of the University of Michigan
Revvity Health Sciences, Inc.
Viva Biotech (Shanghai) Limited
Wuxi AppTec United

Nine Square Therapeutics, Inc. Equity Holders

Aimee Kao
Alexander McCampbell
Brina Le
Chakrapani Kalyanaraman
Damoder Motati
Hoi-Shan (Helen) Wong
Jacob Meller Eriksen
James Summers
John Hood
Kristine A. Gordon
Lani Wu
Louise Heinrich
Mark Rosen
Matthew Jacobson
Micheal Ehlers
Neena Kadaba
Paul Da Silva Jardine
Robert Edwards
Robert Paul
Roberto Zoncu
Sami Barmada
Samuel Clark
Sarah Smith
Spiros Liras
Steven Altschuler
Tetsuya Kobayashi
Tina Schwabe

Rigmora LPs

Rigmora Biotech Investor One LP
Rigmora Biotech Investor Two LP

Nereid Therapeutics Equity Holders

Alex McCampbell
Alice Ting
Bahareh Eftekharzadeh
Chanelle Jumper
Cigall Kadoch
Dr. Clifford Brangwynne
Eugine Lee
Defne Yarar
Ivan Efremov
Jared Toettcher
John Reilly
Dr. Laura Forese
Matthew Jacobson
Robert Hugin
Spiros Liras

Nereid Therapeutics Top 20 Unsecured

Creditors

Amnet Systems, LLC
AustinPX LLC
Beckman Coulter, Inc.
BioDuro, LLC
Crelux GmbH
Crystal Pharmatech Co., Ltd.
Eurofins Panlabs Inc.
Evotec US
Life Technologies Corporation
Nexomics BioSciences
Oncolines
Premier Research Consulting, LLC Reaction
Biology Corporation
RREF II 451D, LLC
Schrodinger, LLC
STA Pharmaceutical Hong Kong Limited
VectorBuilder, Inc.
Viva Biotech (Shanghai) Limited
Wuxi AppTec

Schedule B

Conflict Analysis Results

Name	Relationship
JP Morgan Chase Bank, N.A.	APC has a purely commercial banking relationship with JP Morgan Chase Bank, N.A.
DocuSign, Inc.	Service Provider

EXHIBIT C

Engagement Agreement

STRICTLY CONFIDENTIAL



EXECUTION COPY

February 18, 2026

Dr. Seth L. Harrison
 ATP Life Science Ventures, L.P.
 230 Park Avenue, Suite 2800
 New York, NY 10169

Dear Seth:

This letter agreement (the “Agreement”) will serve to confirm our understanding that ATP Life Science Ventures, L.P., a Cayman Islands exempted limited partnership (“ATPLSV”), is seeking to restructure and reorganize pursuant to Chapter 11 of the US Bankruptcy Code and to raise a new life sciences venture capital fund, to be called Apple Tree Partners VI, L.P. (“ATP VI”), for the purpose of recapitalizing certain portfolio companies of ATPLSV. Pursuant thereto, ATPLSV is hereby retaining Atlantic-Pacific Capital, Inc. (“APC”) as exclusive global placement agent and advisor during the Engagement Period (as herein defined) in connection with the formation of ATP VI and any other parallel investment vehicle (collectively, the “Fund”) to (i) provide go-forward funding for the portfolio companies that constitute Pools ATP V-1, V-2 and V-3 of ATPLSV (representing approximately \$700 million of invested capital to date) and (ii) possibly provide upfront funding to enable the restructuring and reorganization during and after the Chapter 11 bankruptcy proceedings (collectively, the “Transaction”). For purposes hereof, the term “Engagement Period” shall mean the period of the private placement of any form of interests in the Fund (including, without limitation, any form of equity or equity-related interests evidencing a commitment to the Fund; such interests being collectively referred to herein as the “Securities”) commencing on the date hereof and continuing until the earliest of: (i) eighteen months from the date of this Agreement, (ii) twelve months from ATPLSV’s emergence from Chapter 11 bankruptcy proceedings, (iii) the final closing of the Fund, or (iv) the termination of APC’s engagement hereunder pursuant to Section 4 hereof; provided, however, that if the initial closing of the Fund has occurred, then the term of clauses (i) and (ii) above shall be extended for up to three months to accommodate additional closings that are reasonably foreseeable at the time such term would otherwise expire.

Section 1. Nature of the Engagement

- (a) During the Engagement Period, APC will use its commercially reasonable best efforts to perform the following services in connection with the placement of Securities:
- (i) assist in the preparation of summary marketing materials describing the Securities and the Transaction;
 - (ii) assist in the preparation of (A) a confidential offering memorandum and any supplements or amendments thereto (such memorandum, together with any such supplements and amendments thereto, the “Memorandum”) and (B) any other organizational documents and any supplements or amendments thereto;
 - (iii) organize and disseminate due diligence materials to prospective investors and the management of a virtual data room;

- (iv) advise on the structure and terms of the Fund and the execution process for the Transaction;
 - (v) identify, solicit and market to prospective investors for the Fund;
 - (vi) arrange presentation meetings between prospective investors and ATP III GP, Ltd., the general partner to ATPLSV (the “GP”), and participate in such meetings;
 - (vii) provide periodic updates to the GP on the status of the Transaction process;
 - (viii) consult with the GP as to strategy and tactics for initiating discussions and negotiations with prospective investors;
 - (ix) forward to the GP any requests for additional information by prospective investors and assist the GP in responding to such requests;
 - (x) provide recommendations on the admittance of limited partners into the Fund and assist in closings of the Fund; and
 - (x) provide such other services in connection with the private placement as may be mutually agreed upon by APC and the GP.
- (b) The GP represents, warrants and confirms that: (i) during the Engagement Period, neither the Fund nor the GP will retain, directly or indirectly, any other sales agents with respect to the sale of Securities or otherwise for the soliciting of investors for the purpose of effectuating an investment in the Fund, or permit any officers, employees, shareholders, affiliates or subsidiaries of the Fund or the GP to engage in conduct or services which in any way circumvent or adversely impact the exclusivity and rights hereby granted to APC; (ii) in performing services under this Agreement, APC will be using and relying primarily on publicly available information concerning ATPLSV and the Fund and such other information as may be furnished to it or approved by ATPLSV or the GP, including the Memorandum (collectively, the “Information”); (iii) neither the Fund nor the GP has taken and neither will take any action, directly or indirectly, which would cause the transactions contemplated herein to fail to be entitled to the exemption provided under Section 4(2) of the Securities Act of 1933, as amended; and (iv) both the Fund and the GP will at all times comply with all securities laws of the jurisdictions in which the Fund sells its Securities and otherwise conducts business.
- (c) ATPLSV and the GP acknowledge, on behalf of themselves and the Fund, that APC does not assume responsibility for the accuracy and completeness of the Information and that APC will not undertake independently to verify the Information.
- (d) The GP will furnish APC with copies of (i) the Memorandum or other informational disclosure; (ii) a form of the subscription agreement or similar document(s) pursuant to which investors will purchase Securities (the “Subscription Agreement”); and (iii) any other relevant documents (collectively, the “Deal Documents”). The GP will furnish APC with such amendments and supplements to the Deal Documents as are prepared from time to time. The GP will provide APC with any information concerning the Fund that APC reasonably deems appropriate and will provide APC with access to the Fund’s officers, directors, accountants, counsel and other relevant persons. The Fund and the GP shall be solely responsible for the contents of the Deal Documents and each represents jointly and severally to APC that the Deal Documents will not, as of the date of any offer or sale of the Securities, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which

they were made, not misleading. The GP shall immediately notify APC in writing if it becomes aware that any statement in any of the Deal Documents becomes untrue or misleading subsequent to the date thereof.

- (e) The GP will assure that it and/or the Fund, as applicable, and their respective representatives will each use their commercially reasonable efforts to attend presentation meetings coordinated by APC at which their presence is requested by APC.
- (f) In acting pursuant to this Agreement, APC shall act solely as each of the Fund's and ATPLSV's agent and not as principal. APC shall not have any liability to either the Fund or ATPLSV in the event of the breach by an investor of its Subscription Agreement or if any such purchase is not consummated for any reason; and, further, APC shall not have any obligation to purchase Securities under any circumstances. In acting in accordance with this Agreement, APC will comply with the laws of the United States and the securities laws of any state or country in which it solicits investors to purchase Securities to the extent that such laws are applicable to its activities hereunder. APC will promptly notify the GP as to the name of each prospective investor and the amount proposed to be invested by each such prospective investor. Provided that a proposed investor meets the eligibility requirements set forth in the Deal Documents, the Fund shall not unreasonably decline to accept any such investor proposed by APC. Once the Fund accepts investors, the GP will provide APC with a full accounting of the investors' legal names and investment amounts.
- (g) For three years from the final closing of the Fund, if APC has earned a Placement Fee (as defined below) pursuant to this Agreement of at least \$6 million, APC shall have the exclusive right to be engaged to represent the GP, an affiliate of the GP, or any entity in which the senior members of the GP are members, as the exclusive global placement agent, in connection with the formation of the next privately-offered investment vehicle with substantially the same investment strategy to the Fund created and/or managed by the GP, an affiliate of the GP, or any entity in which the senior members of the GP are members (collectively, the "Subsequent Fund"), which representation shall be on the same or substantially similar terms as investment vehicles of similar size, strategy and asset class during the period of such representation.
- (h) Except as required by law or judicial or administrative process, or as otherwise set forth in the Deal Documents, all information given to APC by or on behalf of the Fund, ATPLSV or the GP, unless publicly available or otherwise available to APC without restriction or breach of any confidentiality agreement, will be held by APC in confidence and will not be disclosed to anyone other than APC's representatives and advisers without the Fund's and the GP's prior approval and will not be used for any purposes other than those referred to in this Agreement.
- (i) Except as required by law or judicial or administrative process, or as otherwise set forth in the Memorandum, all information given to the Fund and the GP by APC, including information concerning investors contacted or to be contacted by APC, will be held by the Fund and the GP in confidence and will not be disclosed to anyone other than the Fund's and the GP's representatives and advisers (as the case may be) without APC's prior approval.
- (j) Except as required by law or judicial or administrative process (including the aforementioned Chapter 11 bankruptcy proceedings), the terms of this Agreement will be held by the parties hereto in confidence and will not be disclosed to anyone other than the representatives and advisers of such parties, without the prior approval of the other party; provided, however, that APC shall have the right to publish at its own cost and expense in such newspapers and periodicals as it chooses an announcement, which shall be in form and substance satisfactory to the Fund and the GP, stating that it acted as exclusive placement agent in connection with the transaction contemplated hereby.

In addition, all press releases or tombstone ads to be issued by APC or the GP announcing the closing of the transaction shall include a statement indicating that APC served as the exclusive placement agent.

Section 2. Fees and Expenses

As compensation for the services to be provided by APC hereunder, ATPLSV, the GP, an affiliate of ATPLSV or the GP, or any entity in which the senior members of ATPLSV or the GP are members, shall pay APC as follows:

- (a) A nonrefundable advisory fee equal to the sum of (i) \$200,000 per quarter during the first two quarters of the Engagement Period and (ii) \$100,000 per quarter for the remaining quarters of the Engagement Period (the “Advisory Fee”). The Advisory Fee shall be paid upon or near the execution of this Agreement and each three-month anniversary thereafter during the Engagement Period, pursuant to the fee schedule in the immediately preceding sentence. The aggregate Advisory Fee shall be fully creditable against the Placement Fee. The Advisory Fee shall be prorated for any period of less than a full quarter.
- (b) A placement fee equal to the greater of (A) \$1.5 million and (B) the sum of (i) one percent (1.0%) of capital commitments made to the Fund during the Engagement Period from Reduced Fee Investors detailed on Schedule A of this Agreement, (ii) zero percent (0.0%) of capital commitments made to the Fund during the Engagement Period from No Fee Investors detailed on Schedule B of this Agreement, and (iii) two percent (2.0%) of all remaining capital commitments made to the Fund during the Engagement Period (collectively, the “Placement Fee”).
- (c) One-half (50%) of the Placement Fee applicable to the initial closing of the offering of Securities shall be paid at the time of such initial closing; it being understood that the Fund shall not be permitted to complete the initial closing unless this portion of the Placement Fee is paid concurrent with such closing. The remaining portion of the aggregate earned Placement Fee (the “Deferred Placement Fee”) shall be paid in eight equal quarterly installments commencing when the Fund’s management fee commences (but no earlier than 90 days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing and no later than 180 days after payment of the one-half (50%) of the Placement Fee applicable to the initial closing), together with interest on the unpaid balance at prime per annum. On each subsequent closing date, the Placement Fee for such closing shall be paid on the same terms and timing as the initial closing, in accordance with the immediately preceding sentence of this Agreement. For the avoidance of doubt, the Deferred Placement Fee payment due for each closing subsequent to the initial closing shall be calculated so that each is equivalent to the amount of Placement Fee that would have been paid as of such date if the investors admitted at such time had been admitted as of the initial closing date, except that interest will accrue from the respective subsequent closing date. The Placement Fee can be prepaid in part or full any time with accrued interest but without penalty.
- (d) APC shall also be entitled to receive a portion of the Fund’s carried interest or the equivalent of the performance incentive fees payable to the Fund’s manager, calculated as follows: (i) two and one-half percent (2.50%) on capital commitments for which APC earned a Placement Fee pursuant to Section 2(b)(i) above and (ii) five percent (5.00%) on capital commitments for which APC earned a Placement pursuant to Section 2(b)(iii) above. By way of example only, if the aggregate capital commitments to the Fund obligated to pay any earned carried interest or an equivalent performance incentive fee are \$400 million, APC earns a Placement Fee on \$200 million of such capital commitments pursuant to Section 2(b)(i) above, and APC earns a Placement Fee on \$100 million of such capital commitments pursuant to Section 2(b)(iii) above, then APC would be entitled to

receive two and one half percent (2.50%) of the Fund's carried interest or the equivalent of the performance incentive fees payable to the Fund's manager, calculated as follows: (A) (\$200 million divided by \$400 million) multiplied by two and one-half percent (2.5%) equals one and one quarter percent (1.25%) plus (B) (\$100 million divided by \$400 million) multiplied by five percent (5.0%) equals one and one quarter percent (1.25%).

- (e) If APC is not engaged as exclusive global placement agent for the Subsequent Fund in accordance with Section 1(g) above, the GP and/or its affiliates (as applicable) shall pay APC a placement fee equal to the following amounts of the capital committed to the Subsequent Fund by any investor who was introduced to the Fund by APC during the Engagement Period: one percent (1.00%) if the investor commits within three years of the final closing of the Fund; three-quarters percent (0.75%) if the investor commits after three years but before four years of the final closing of the Fund; and one-half percent (0.50%) if the investor commits between four years and five years of the final closing of the Fund. The placement fee for such investments in the Subsequent Fund shall be on the same payment terms as outlined in Section 2(c) above. For purposes of this Agreement, an investor introduction occurs once an investor signs a nondisclosure agreement with ATPLSV, the GP or one of their respective affiliates with respect to a potential investment in the Fund.
- (f) If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests in a portfolio company of the Fund through a co-investment vehicle or separately managed account established by ATPLSV or an affiliate thereof for the purpose of co-investing in portfolio companies of the Fund, then ATPLSV shall pay, or cause such co-investment vehicle or separately managed account to pay, to APC a placement fee equal to the greater of (i) one-half of one percent (0.5%) of the amount so invested by such investor in such portfolio company or (ii) one year's management fee on the amount so invested by such investor in such portfolio company. Such placement fee shall be payable on the terms outlined in Section 2(c) above.
- (g) If, during the Engagement Period and until three years thereafter, an investor introduced by APC invests directly in an operating company that is not a portfolio company of the Fund, through a private placement transaction sponsored by ATPLSV or an affiliate thereof, then ATPLSV shall pay, or cause such company to pay, to APC a placement fee equal to one percent (1%) of the amount so invested by such investor in such company. Such placement fee shall be payable upon closing of such transaction.

For the avoidance of doubt, in no event shall APC be entitled to receive a fee pursuant to more than one of subparagraphs (a) through (h) above with respect to the same capital.

In addition to any fees that may be payable to APC hereunder, ATPLSV hereby agrees, from time to time upon request, to reimburse APC for all of its reasonable travel, telephone, courier and other out-of-pocket expenses incurred by APC in connection with the services provided hereunder during the Engagement Period up to \$75,000 in the aggregate without prior GP approval. Expenses above \$75,000 in the aggregate shall require prior GP approval which shall not be unreasonably withheld. In addition, ATPLSV will bear all of the Fund's legal, accounting, printing and other expenses in connection with the offering and sale of Securities. APC agrees, with each submission of expenses for reimbursement, to provide the GP with the amount of disbursements and/or expenses accumulated by APC in connection with the sale of Securities and to provide supporting details. All such expenses to be paid pursuant to this Section 2 shall be paid within 30 business days of the invoicing thereof. Nothing contained in this Section 2 shall limit ATPLSV's obligation to indemnify APC pursuant to Section 3. It is also understood that APC will not be responsible for any fees or commissions payable to finders or to financial or other advisors utilized by the Fund, the GP

or any potential investor. APC will be responsible for the fees and costs of any subadvisor engaged by it to assist in the placement and sale of the Securities.

At the time of the initial closing of the Fund, APC and ATPLSV shall cause the management company for the Fund to become a party to this Agreement as a guarantor of the fees and expenses payable to APC pursuant to this Section 2.

Section 3. Indemnification

ATPLSV will hold APC and its officers, partners and employees (collectively, the “APC Indemnified Persons”) harmless against any and all losses, claims, damages, liabilities or litigation (including legal and other expenses) to which any of the foregoing may become subject, arising out of the placement of Securities insofar as such losses, claims, damages, liabilities or litigation are (a) based upon any wrongful act by ATPLSV, the GP or the Fund or any of their respective employees, agents or other representatives, (b) based upon any untrue statement or alleged untrue statement of a material fact contained in the Deal Documents or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (other than statements or omissions as to APC), or (c) based on a breach by ATPLSV or the GP of any of its representations or agreements contained in this Agreement, except that this shall not apply to the extent that any losses are finally judicially determined to have resulted from the misconduct, bad faith, gross negligence or breach of this Agreement of any APC Indemnified Person.

Section 4. Termination of Engagement Period

The Engagement Period hereunder may be terminated early by either ATPLSV or APC with cause, upon 30 days’ prior written notice to the other party of its intention to terminate with cause. ATPLSV may terminate the Engagement Period without cause upon 10 days’ prior written notice to APC at any time after twelve (12) months from the commencement of the Engagement Period. Notwithstanding any such termination, (a) APC shall continue to receive reimbursement of expenses pursuant to Section 2 with respect to expenses incurred prior to the termination; and (b) in the case of termination by ATPLSV, APC shall be entitled to receive its fees under Section 2 with respect to (i) investors whose capital commitments were received by the Fund prior to the termination, and (ii) investors who were introduced to and with whom Dr. Harrison or his designated representative had a discussion about the Fund in person, via video or via audio (of whatever format) prior to termination if the Fund accepts capital commitments from such investors within 12 months following termination of the Engagement Period. For purposes of this Section 4, “cause” shall be defined as willful misconduct, gross negligence, criminal misconduct or a material breach of this Agreement. Notwithstanding the termination or the expiration of the Engagement Period for any reason, Sections 1(g)-1(j), 2, 3, 4, and 5 of this Agreement shall survive any such termination or expiration of the Engagement Period, except that in the case of termination by ATPLSV for cause, Section 1(g) shall not survive.

Section 5. Miscellaneous

- (a) In the event that the Advisory Fee, Placement Fees or expenses due to APC are not paid within 10 days of their respective due date, APC will be entitled to receive an additional fee, calculated at the lower of 10% per annum or the highest interest amount allowable by law, of the amounts past due.
- (b) For all purposes of this Agreement, APC shall be an independent contractor and not an employee, partner or joint venture partner of either the Fund, the GP or ATPLSV; nor shall anything herein be construed as making either the Fund, the GP or ATPLSV a partner or joint venture partner with APC or any of its affiliates.

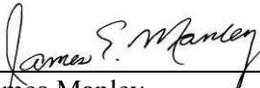
- (c) Each of the parties to this Agreement hereby represents that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, rule or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation of such party, enforceable as to such party in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or (iii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws.
- (d) This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements regarding such engagement.
- (e) No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each of the parties or, in the case of a waiver, by the party giving the waiver.
- (f) This Agreement may be executed in any number of counterparts, including by facsimile, all of which, when taken together, shall constitute one and the same instrument.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof. Furthermore, this Agreement shall not be construed against either party more or less favorably by reason of authorship or origin of language.
- (h) Subject to the mediation provisions in Section 5(i) of this Agreement, below, any dispute, controversy or claim arising from or relating to this Agreement shall be submitted to mediation and if not settled then submitted and determined by binding arbitration in Stamford, Connecticut, conducted by the American Arbitration Association ("AAA"). Except as otherwise provided herein, said arbitration shall be conducted pursuant to and in accordance with the AAA Rules in effect at the time of the filing of the demand for arbitration. The arbitration shall be conducted by a single neutral arbitrator. The prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which it may be entitled. There shall be no discovery for or in connection with said arbitration. The parties shall maintain in confidence and not disclose (i) the existence of any dispute, controversy or claim under this Agreement, (ii) the fact and existence of any arbitration hereunder, (iii) the substance and/or status of proceedings in any such arbitration, and (iv) the outcome or resolution of any such dispute, controversy or claim, whether by settlement or arbitration.
- (i) The parties shall endeavor, in the manner described herein, to first resolve by mediation any dispute, controversy or claim arising from or relating to this Agreement. Unless the parties mutually agree otherwise, such mediation shall be administered by the AAA. Any party to this Agreement may commence mediation, by making a written request therefor, directed to the mediation provider and to the other party to this Agreement. The request for mediation may be made concurrently with the commencement of the arbitration proceedings provided for by Section 6(h) of this Agreement, and in such event the mediation shall proceed before the arbitration, which shall be stayed for no longer than 60 days following submittal of the request for mediation, unless stayed for a longer period by agreement of the parties. A mediation request hereunder need not be accompanied by commencement of an arbitration. Notwithstanding anything contained herein to the contrary, no arbitration under this Agreement shall be commenced or proceed in the absence of a request for

mediation having been made and the mediation procedures set forth in this section having been observed.

If the foregoing correctly sets forth our understanding, please sign and return to APC the enclosed copy of this letter.

Sincerely,

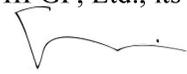
Atlantic-Pacific Capital, Inc.

By: 
James Manley
Chairman and Founder


Raed Elkhatib
President and CEO

Agreed to:

ATP Life Science Ventures, L.P.
By: ATP III GP, Ltd., its General Partner

By: 
Seth L. Harrison, Director

Schedule A – Reduced Fee Investors

Mubadala Investment Company and its affiliates
Patient Square Capital and its affiliates
Tao Capital Partners and its affiliates
Redmile Group and its affiliates
Corient Private Wealth LLC , its affiliates (excluding Mubadala) and their respective clients
Casdin Capital, its affiliates and their respective clients
Mars Family Foundation Inc. and its affiliates
Deep Track Capital and its affiliates
Prime Capital and its affiliates
General Atlantic and its affiliates
Time Investments and its affiliates
Logos LP and its affiliates
Viking Global and its affiliates
Insight Partners and its affiliates
BDT & MSD Partners and its affiliates
Novo Holdings and its affiliates

Schedule B – No Fee Investors

The GP and its affiliates
Dr. Seth L. Harrison and his affiliates
Les Pommes LLC, other estate planning vehicles for Dr. Harrison’s family and their affiliates
Employees of Apple Tree Life Sciences, Inc. and their affiliates
Employees of Apple Tree Life Sciences (UK) Limited and their affiliates
Oaktree Capital Management and its affiliates
Providers of DIP, bridge or exit financing, and their respective affiliates, in ATPLSV’s Chapter 11 bankruptcy proceeding that convert the same into equity in the Fund; provided that they were not first introduced to ATPLSV, the GP or their respective affiliates by APC pursuant to this Agreement

For purposes of the above Schedules A and B, an affiliate is an individual or entity controlled by, controlling or under common control with another individual or entity.