Fill in this information to identify the case:

Debtor ATP Life Science Ventures, L.P.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 25-12178

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Aaron Kantoff

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Aaron Kantoff 7 Cooper Road 7 Cooper Road Scarsdale, NY 10583, United States	
Contact phone 9175835510	Contact phone _____
Contact email aaron.kantoff@gmail.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ _____. **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Partnership interest in business for services performed

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25121772606050114100012 63

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/01/2026
MM / DD / YYYY

/s/Aaron Kantoff
Signature

Print the name of the person who is completing and signing this claim:

Name: Aaron Kantoff
First name | Middle name | Last name

Title: Managing Partner

Company: Scion Life Sciences
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25121772606050114100012 63

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic 866-927-7091 | International 310-751-2657

Debtor:
25-12178 - ATP Life Science Ventures, L.P.
District:
District of Delaware

Creditor:
Aaron Kantoff
7 Cooper Road
7 Cooper Road
Scarsdale, NY, 10583
United States
Phone:
9175835510
Phone 2:
Fax:
Email:
aaron.kantoff@gmail.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Partnership interest in business for services performed

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Aaron Kantoff on 01-Jul-2026 12:28:42 p.m. Pacific Time
Title:
Managing Partner
Company:
Scion Life Sciences

VN: C7D350ECB689E89662B02207B0ECFE92

A T P

April 11, 2019, as amended September 10, 2019 CONFIDENTIAL

Mr. Aaron Kantoff
150 East 44th Street
Apt. 38C
New York, NY 10017

Dear Aaron:

This letter will confirm that your employment with Apple Tree Life Sciences, Inc. (the "Company") is terminated effective April 11, 2019, pursuant to Section 6(c) of your Employment Agreement with the Company dated January 1, 2018. The Company will pay you: (a) your base salary through April 11, 2019, (b) any expense reimbursements for expenses reasonably incurred in the performance of your duties prior to termination, (c) for any accrued but untaken vacation time, and (d) as otherwise may be required by applicable law.

All Company property, including but not limited to equipment, keys, credit card, computer equipment, electronic and written files, etc. must be returned to the Company at 230 Park Avenue, Suite 2800, New York, NY 10169. Effective immediately, you are removed from any positions as an officer of the Company or any of its subsidiaries.

In addition, the Company is offering you (i) severance compensation through January 11, 2020, at your base salary, (ii) provided you timely elect to continue your and your eligible dependents' coverage in the Company's group health plans (medical, dental and vision) pursuant to COBRA, the Company will reimburse you for the monthly premium cost of continuing such coverage through the earlier of January 31, 2020 and the date you become eligible for coverage under a subsequent employer's group health plan, and (iii) acceleration of vesting of your Incentive Common Units sufficient to give you a total of 18,394 vested Incentive Common Units, in exchange for a release, in the form provided herewith, from you of all claims against the Company, whether or not you actually have any such claims, provided you agree to and return the release no later than September 10, 2019.

If you accept this offer, your severance compensation and health care reimbursement will be paid in a lump sum for the period April 12, 2019 through September 10, 2019, and thereafter in accordance with the Company's normal payroll practices and will be subject to tax and other withholding to the extent required by law. Also, please bear in mind that you have continuing post-employment obligations to the Company under your Confidentiality, Developments and Non-Competition Agreement, including the following: obligations not to disclose any confidential information, non-competition obligations, non-solicitation and non-hire obligations, and non-disparagement obligations.

Aaron, we thank you for service at the Company and wish you the best in your future endeavors.

Sincerely,

Seth L. Harrison
President and CEO

A T P

November 1, 2018

Mr. Aaron Kantoff
Apple Tree Partners
280 Park Avenue, Suite 2800
New York, NY 10169

Dear Aaron:

This letter will confirm our recent conversations. You now hold Incentive Common Units and may in the future receive additional Incentive Common Units (collectively, the "Units") in Apple Tree Partners IV, L.P. (the "Partnership"). As you know, the Units are subject to vesting. The General Partner hereby agrees that if you should die or become disabled while you remain employed by Apple Tree Life Sciences, Inc. ("ATLS"), then all of the Units you hold at such time will immediately vest in full. Furthermore, the General Partner is hereby accelerating the ordinary vesting of your Units. Accordingly, 73.3% of your current Units, and the same percentage of any additional Units granted to you, are deemed vested on the date hereof or shall be deemed vested on the date of grant, respectively. On the first day of each succeeding month, commencing December 1, 2019 in the case of both your existing Units and any additional Units granted to you, an additional 0.833% of your Units will vest, so long as you remain employed by ATLS. Notwithstanding the foregoing, you acknowledge that all of your Units will divest if you are convicted of a felony by a court of competent jurisdiction, or commit any act of willful and material fraud as determined by a court of competent jurisdiction, in each case in respect of, or in relation to, the affairs of ATLS, the Partnership or any of their affiliated entities, and your employment with ATLS terminates thereafter. Capitalized terms used without definition in this letter shall have the respective meanings specified therefor in the First Amended and Restated Limited Partnership of the Partnership, as amended.

Sincerely,

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd., its general partner

By:_____

Seth L. Harrison, Director

A Kantoff

Incentive Common Units Grant Agreement

January 15, 2015

This is an Incentive Common Units Grant Agreement (the "Agreement") between Apple Tree Partners IV, L.P. a Cayman Islands exempted limited partnership (the "Partnership"), and Aaron Kantoff (the "Grantee"). This Agreement is made pursuant to the First Amended and Restated Limited Partnership Agreement of the Partnership, as the same may be amended or restated from time to time (the "Partnership Agreement"). Capitalized terms used but not defined in this Agreement have the same definitions ascribed to such terms in the Partnership Agreement.

Terms and Conditions

The Partnership and the Grantee agree as follows:

1. Units Covered. The Grantee is hereby granted by the Partnership 3,812 Incentive Common Units ("the Units"). Such grant is being made pursuant to, and is subject to the terms of, the Partnership Agreement. Without limitation as to the foregoing, the Grantee acknowledges that the number of Units granted hereby is subject to automatic reduction as provided in the Partnership Agreement and that the number of Units specified herein is based on the maximum aggregate number of Incentive Common Units originally issuable by the Partnership pursuant to Schedule E of the Partnership Agreement, i.e. 158,823, and not the maximum number issuable on the date of grant. For all purposes of this Agreement, the date of grant of the Units shall be January 15, 2015.

2. Purchase Price. The purchase price for the Units is $0. The Units shall be deemed fully-paid on the date of grant.

3. Vesting and Forfeiture. If the Grantee ceases to be employed by Apple Tree Life Sciences, Inc., a Delaware corporation ("ATLS"), for any reason, the Grantee shall forfeit Units for no consideration in accordance with the following:

(a) If the Grantee's employment terminated as a result of the Grantee's death or disability, then the number of his or her Units shall be reduced by a fraction, not less than zero, the numerator of which is 60 minus the number of full calendar months beginning with the month following the date of grant through and including the date of termination of employment, and the denominator of which is 60.

(b) If the Grantee is convicted of a felony by a court of competent jurisdiction, or commits any act of willful and material fraud as determined by a court of competent jurisdiction, in each case in respect of, or in relation to, the affairs of ATLS, the Partnership or any of their affiliated entities, then upon the termination of the Grantee's employment, the number of his or her Units shall be reduced to zero.

(c) If the Grantee's employment terminated other than pursuant to clause (a) or (b) above, then the number of his or her Units shall be reduced by a fraction, not less than zero, the numerator of which is 120 minus the number of full calendar months beginning with the month following the date of grant through and including the date of termination of employment, and the denominator of which is 120.

Notwithstanding the foregoing, the Grantee shall not vest in any Units unless and until he or she has been employed by ATLS for 12 months (at which time the Grantee's vesting shall be on a cumulative basis from the date of grant, subject to any other applicable vesting conditions herein).

4. No Right to Continued Employment or Service. The Grantee acknowledges that he or she has no right to continued employment by, or service with, ATLS as a result of this Agreement or the grant of Units hereunder.

5. Non-Transferability of Units. Except as provided in the Partnership Agreement, the Units are not transferable.

6. Partnership Agreement Controls. This Agreement does not undertake to express all conditions, terms and provisions of the Partnership Agreement. The grant of the Units is subject in all respects to all the requirements, restrictions, limitations and other terms and provisions of the Partnership Agreement, which, by this reference, are incorporated herein to the same extent as if copied verbatim. This Agreement will be governed by and construed in accordance with the Partnership Agreement. If any actual or alleged conflict between the provisions of the Partnership Agreement and the provisions of this Agreement occurs, the provisions of the Partnership Agreement will be controlling and determinative.

7. Severability. If any one or more of the provisions contained in this Agreement are invalid, illegal or unenforceable, the other provisions of this Agreement will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

8. Notices. Notices and communications under this Agreement must be in writing and delivered personally, by overnight courier, or by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Partnership must be addressed to:

Dr. Seth L. Harrison
Apple Tree Partners

47 Hulfish Street
Suite 441
Princeton, NJ 08542

or any other address designated by the Partnership in a written notice to the Grantee. Notices to the Grantee will be directed to the address of the Grantee then currently on file with the Partnership, or any address given by the Grantee in a written notice to the Partnership.

9. Applicable Law. Notwithstanding the place where this Agreement may be executed by either of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the Cayman Islands without regard to principles of conflicts of laws.

10. Admission as Limited Partner. The General Partner, acting on behalf of itself and as agent or attorney-in-fact for and on behalf of each of the existing Limited Partners, if any, in the Partnership, and the Grantee each agree that, upon the full execution of this Agreement, the parties hereto together agree to be bound by the terms of the Partnership Agreement as if they were all signatories thereto (and such terms are hereby incorporated by reference as if set out herein in full) and the Grantee shall be subject to and have the benefit of the terms of the Partnership Agreement as a Limited Partner. Without limitation thereof, the parties hereto agree that the Grantee shall have the benefit of Paragraph 3(b) of the Partnership Agreement as a Limited Partner and Paragraph 15 of the Partnership Agreement as an employee of ATLS. Save for and to the extent of the admission of the Grantee as a Limited Partner of the Partnership, the Partnership Agreement is unamended and shall continue in full force and effect. This Agreement shall, solely for the purposes of Paragraph 3(c) of the Partnership Agreement, be deemed a counterpart to the Partnership Agreement.

11. Power of Attorney. The Grantee hereby: (i) confirms and grants to the General Partner the power of attorney set out in Paragraph 18(b) of the Partnership Agreement as if the terms thereof were set out herein in full and which terms are hereby incorporated by reference, and (ii) irrevocably constitutes and appoints the General Partner (or any successor thereto) as its true and lawful agent and attorney-in-fact ("Attorney") with full power to make, execute, deliver, sign, swear to, acknowledge and file all certificates and other instruments (including, without limitation, the Partnership Agreement and any other deeds or deed polls) which the Attorney in her sole discretion considers necessary or desirable to carry out and give full effect to any and all of the provisions of this Agreement and the Partnership Agreement and to admit and accede the Grantee as a Limited Partner of the Partnership and to complete any relevant details and schedules of and to the Partnership Agreement in respect of the Grantee's capital contribution to the Partnership. This power of attorney is given to secure the performance of the obligations of the Grantee owed to the General Partner hereunder.

Executed and delivered as a Deed by:

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd.,
in its capacity as general partner of the Partnership and as attorney-in-fact for and on behalf of each of the existing limited partners of the Partnership

By: _____
Name: Seth L. Harrison
Title: Director

Executed and delivered as a Deed by:

Aaron Kantoff

In the presence of:

Witness SAMUEL W. HALL

Amendment

Amendment dated January 1, 2018 (this "Amendment") to the Incentive Common Units Grant Agreement dated January 15, 2015 (the "Agreement") between Aaron Kantoff (the "Grantee") and Apple Tree Partners IV, L.P. (the "Partnership").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and the Partnership hereby agree that the Agreement is amended as follows:

1. A new Section 3(d) is added the Agreement to read in its entirety as follows:

"3(d) Notwithstanding the foregoing, if the Grantee continues to be employed on December 31, 2024, then none of his or her Units shall be subject to reduction pursuant to this Section 3."

2. In all other respects, the Agreement shall continue in full force and effect and shall be unaffected by this Amendment.

Executed and delivered as a Deed by:

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd., in its capacity as general partner of the Partnership and as attorney-in-fact for and on behalf of each of the existing limited partners of the Partnership

By: _____
Seth L. Harrison
Director

Executed and delivered as a Deed by:

_____
Aaron Kantoff

In the presence of:

_____
Witness

Sam Hall

Amendment

Amendment dated January 1, 2018 (this "Amendment") to the Incentive Common Units Grant Agreement dated May 18, 2016 (the "Agreement") between Aaron Kantoff (the "Grantee") and Apple Tree Partners IV, L.P. (the "Partnership").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and the Partnership hereby agree that the Agreement is amended as follows:

1. The date "January 1, 2016" appearing in Section 3(a) and 3(c) of the Agreements is hereby changed to February 1, 2015.

2. A new Section 3(d) is added to the Agreement to read in its entirety as follows:

"3(d) Notwithstanding the foregoing, if the Grantee continues to be employed on December 31, 2024, then none of his or her Units shall be subject to reduction pursuant to this Section 3."

3. In all other respects, the Agreement shall continue in full force and effect and shall be unaffected by this Amendment.

Executed and delivered as a Deed by:

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd., in its capacity as general partner of the Partnership and as attorney-in-fact for and on behalf of each of the existing limited partners of the Partnership

By: _____
Seth L. Harrison
Director

Executed and delivered as a Deed by:

_____
Aaron Kantoff

In the presence of:

_____
Witness

Sam Hall

Amendment

Amendment dated January 1, 2018 (this "Amendment") to the Incentive Common Units Grant Agreement dated January 23, 2017 (the "Agreement") between Aaron Kantoff (the "Grantee") and Apple Tree Partners IV, L.P. (the "Partnership").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee and the Partnership hereby agree that the Agreement is amended as follows:

1. The date "January 01, 2017" appearing in Section 3(a) and 3(c) of the Agreement is hereby changed to February 1, 2015.

2. A new Section 3(d) is added to each of the Agreements to read in its entirety as follows:

"3(d) Notwithstanding the foregoing, if the Grantee continues to be employed on December 31, 2024, then none of his or her Units shall be subject to reduction pursuant to this Section 3."

3. In all other respects, the Agreement shall continue in full force and effect and shall be unaffected by this Amendment.

Executed and delivered as a Deed by:

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd., in its capacity as general partner of the Partnership and as attorney-in-fact for and on behalf of each of the existing limited partners of the Partnership

By: _____
Seth L. Harrison
Director

Executed and delivered as a Deed by:

_____
Aaron Kantoff

In the presence of:

_____
Witness
Sam Hall

A T P

November 1, 2018

Mr. Aaron Kantoff
Apple Tree Partners
280 Park Avenue, Suite 2800
New York, NY 10169

Dear Aaron:

This letter will confirm our recent conversations. You now hold Incentive Common Units and may in the future receive additional Incentive Common Units (collectively, the "Units") in Apple Tree Partners IV, L.P. (the "Partnership"). As you know, the Units are subject to vesting. The General Partner hereby agrees that if you should die or become disabled while you remain employed by Apple Tree Life Sciences, Inc. ("ATLS"), then all of the Units you hold at such time will immediately vest in full. Furthermore, the General Partner is hereby accelerating the ordinary vesting of your Units. Accordingly, 73.3% of your current Units, and the same percentage of any additional Units granted to you, are deemed vested on the date hereof or shall be deemed vested on the date of grant, respectively. On the first day of each succeeding month, commencing December 1, 2019 in the case of both your existing Units and any additional Units granted to you, an additional 0.833% of your Units will vest, so long as you remain employed by ATLS. Notwithstanding the foregoing, you acknowledge that all of your Units will divest if you are convicted of a felony by a court of competent jurisdiction, or commit any act of willful and material fraud as determined by a court of competent jurisdiction, in each case in respect of, or in relation to, the affairs of ATLS, the Partnership or any of their affiliated entities, and your employment with ATLS terminates thereafter. Capitalized terms used without definition in this letter shall have the respective meanings specified therefor in the First Amended and Restated Limited Partnership of the Partnership, as amended.

Sincerely,

Apple Tree Partners IV, L.P.

By: ATP III GP, Ltd., its general partner

By:_____

Seth L. Harrison, Director