26-cv-495 (JLH)

United States District Court
for the District of Delaware

In re APPLE TREE LIFE SCIENCES, INC., *et al.*,
Debtors.

RIGMORA BIOTECH INVESTOR ONE LP and RIGMORA BIOTECH INVESTOR TWO LP,

Appellants,

v.

ATP LIFE SCIENCE VENTURES, L.P., ATP III GP, LTD., and OFFICIAL COMMITTEE OF UNSECURED CREDITORS,

Appellees.

On Appeal from the United States Bankruptcy Court for the District of Delaware,
No. 25-12177
(Hon. Laurie Selber Silverstein)

APPENDIX IN SUPPORT OF APPELLANTS' OPENING BRIEF

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APPLE TREE PARTNERS IV, L.P.

(A Cayman Islands Exempted Limited Partnership)

FIRST AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF APPLE TREE PARTNERS IV, L.P. AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND, IN CERTAIN CASES, WITH THE APPROVAL OF THE GENERAL PARTNER. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NON-U.S. RESIDENTS ONLY: NO ACTION HAS BEEN OR WILL BE TAKEN TO COMPLY WITH THE SECURITIES LAWS IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE LIMITED PARTNER INTERESTS REPRESENTED BY THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT TO SATISFY HIMSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

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APPLE TREE PARTNERS IV, L.P.
First Amended and Restated
Limited Partnership Agreement

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THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (as amended and/or restated from time to time, the "Agreement"), dated this 1st day of November, 2012, by and among ATP III GP, Ltd., a Cayman Islands exempted company, as general partner (in its capacity as a general partner of the Partnership, the "General Partner"); Daniel P. Finkelman, as the withdrawing limited partner ("Finkelman"); and the Persons (as defined in Paragraph 18(j)) whose Subscription Agreements (as defined in Paragraph 1(e)) with the Partnership (as defined below) and the General Partner dated the date hereof for the purchase of limited partner interests in the Partnership have been accepted and who have executed (directly or by power of attorney) a counterpart to this Agreement, as limited partners (the "First Closing Limited Partners"). The First Closing Limited Partners, any additional limited partners admitted to the Partnership after the date of this Agreement, and any substituted limited partners admitted to the Partnership after the date of this Agreement, each in its capacity as a limited partner of the Partnership, are sometimes referred to herein collectively as the "Limited Partners". The General Partner and the Limited Partners are sometimes referred to herein collectively as the "Partners".

PRELIMINARY STATEMENT

The General Partner and Finkelman formed Apple Tree Partners IV, L.P., a Cayman Islands exempted limited partnership (the "Partnership") by executing the Initial Exempted Limited Partnership Agreement of the Partnership, dated October 29, 2012 (the "Original Agreement"), and by registering the Partnership as an exempted limited partnership with the Registrar of Exempted Limited Partnerships under the laws of the Cayman Islands on October 29, 2012.

The First Closing Limited Partners desire to be admitted to the Partnership as limited partners.

The General Partner and the First Closing Limited Partners desire to amend the Original Agreement as hereinafter provided, and in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, agree as follows:

A. Immediately following the admission to the Partnership of the First Closing Limited Partners, Finkelman shall hereby withdraw from the Partnership as a limited partner, his contribution to the Partnership's assets (if any) as a limited partner shall be returned and he shall have no further interest in or obligation to the Partnership.

B. On the date first above written, upon execution of a counterpart to this Agreement by or on behalf of such Persons, (i) ATP III GP, Ltd. hereby continues as general partner of the Partnership and (ii) the First Closing Limited Partners are hereby admitted to the Partnership as limited partners of the Partnership.

C. The Original Agreement is hereby amended and restated in its entirety to read as follows:

The Partners agree to carry on an exempted limited partnership subject to the terms of this Agreement in accordance with the provisions of the Exempted Limited Partnership Law (2012 Revision) of the Cayman Islands (as the case may be amended from time to time, the "ELP Law").

1. Firm Name; Registered Office; Purposes; Powers; Specific Authorization; Currency.

(a) Firm Name. The name of the Partnership is Apple Tree Partners IV, L.P.

(b) Registered Office. The initial address of the Partnership's registered office in the Cayman Islands is at the offices of Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The General Partner may change the Partnership's registered office to any other address in the Cayman Islands from time to time without the consent of any other Person. The General Partner shall provide notice of such change (and of any change in the registered office of the General Partner in the Cayman Islands) to the Limited Partners.

(c) Purposes. The sole purpose of the Partnership is to invest, through one or more entities directly or indirectly owned by the Partnership (each such entity, an "Intermediary"), in equity securities issued by Apple Tree Consolidated, SPRL, a to-be-formed Belgium private limited liability company ("ATC"), whose equity securities shall be owned, directly or indirectly through an Intermediary, by the Partnership. The sole purpose of ATC shall be to invest in pharmaceutical,

medical device and other medically-related business projects. Subject to the two preceding sentences, the Partnership and ATC shall have such other purposes that are necessary, convenient or related to the foregoing. Each Intermediary and ATC shall be wholly-owned, except for a de minimis number of equity securities owned by third parties to avoid unlimited liability, to comply with directors' qualifying share requirements, and the like.

(d) Powers. Subject to the terms and provisions hereof, the Partnership shall have all the powers available to it as an exempted limited partnership under the laws of the Cayman Islands.

(e) Specific Authorization. Notwithstanding any other provision of this Agreement, without the consent of any Limited Partner or other Person being required, the Partnership is hereby authorized to execute, deliver and perform, and the General Partner on behalf of the Partnership is hereby authorized to execute and deliver, (i) a subscription agreement with each Limited Partner, or the equivalent thereof in the case of a Limited Partner who will not have a Contingent Subscription (as defined in Paragraph 5(a)), for the purchase of such Limited Partner's interest in the Partnership (each, a "Subscription Agreement") and (ii) any agreement, document or other instrument contemplated thereby or related thereto, and (subject to any approvals expressly required by any such agreement, document or instrument or by this Agreement) any amendments thereto, and any such actions heretofore taken by the General Partner are hereby ratified. The General Partner is hereby authorized to enter into the agreements, documents and instruments described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other documents on behalf of the Partnership.

(f) Functional Currency. The functional currency of the Partnership is the United States dollar. All capital contributions and cash distributions shall be made in United States dollars, and the Partnership's income, gains, losses and expenses will be calculated and reported in United States dollars.

2. General Partner.

(a) Name; Address. The name and address of the General Partner are set forth in the List of Partners (as defined in Paragraph 16(b)). The List of Partners shall be revised by the General Partner from time to time, without the consent of any other Person, to reflect any change in the name or address of the General Partner.

(b) Control. The management, policies and control of the affairs, and the conduct of business, of the Partnership shall be vested exclusively in the General Partner. The General Partner and Apple Tree Venture Management, LLC (the "Management Company") shall, at all times prior to any removal of the General Partner as general partner of the Partnership pursuant to Paragraph 4(a), be owned exclusively by Dr. Seth L. Harrison ("Dr. Harrison").

(c) Management Agreement. The General Partner shall cause ATC to enter into a management agreement with the Management Company, in the form attached hereto as Schedule A (as amended from time to time, the "Management Agreement"). The Management Agreement shall not be terminated prior to the time set forth in Paragraph 5 thereof or amended, and none of its provisions shall be waived, in each case without the prior written consent of the holders of a majority of the Preferred Units (as defined in Paragraph 6(c)).

(d) Fees and Commissions. So long as the Management Agreement is in effect, any director's fees, consulting fees and other remuneration paid to the General Partner, the Management Company, Dr. Harrison, the members and employees of the Management Company or any of their respective affiliates in cash, securities or otherwise by an Intermediary, ATC or any direct or indirect subsidiary of ATC, including any Operating Company (as defined in Paragraph 2(l)) (a "Subsidiary"), shall only be received by them on behalf of the Management Company, shall be remitted to the Management Company and shall reduce the Management Fee as provided in the Management Agreement. Notwithstanding the foregoing, only the amount of net after tax profit attributable to fees or other remuneration received by Apple Tree Pharmaceuticals, Inc., a Delaware corporation ("ATPharma"), for services rendered to an Operating Company, rather than the gross amount thereof,

reduced by any ATPharma governance-related costs that are not borne by any such entity, shall be received by ATPharma on behalf of the Management Company, shall be remitted to the Management Company and shall reduce the Management Fee as provided in the Management Agreement; provided, however, that this sentence shall only apply if and to the extent that such fees or other remuneration were covered by a budget approved by the holders of a majority of the Preferred Units or the Board (as defined in Paragraph 2(n)); and provided further, however, that such net after tax profit shall be limited to the amount necessary to comply with applicable tax rules governing transfer pricing between related entities.

(e) Salaries. Without the prior written approval of the holders of a majority of the Preferred Units, while the Management Agreement is in effect, neither the General Partner, the Management Company, Dr. Harrison nor any of their respective affiliates shall receive fees, commissions, compensation or other remuneration from the Partnership, an Intermediary, ATC or any Subsidiary and the employees of the Management Company shall not receive fees, commissions, compensation or other remuneration from the Partnership, an Intermediary, ATC or any Subsidiary, in each case other than the Management Fee, fees or other remuneration paid to ATPharma as described in Paragraph 2(d) or with the prior written approval of the holders of a majority of the Preferred Units; provided, however, that the General Partner shall be entitled to an annual fee of US $500 from the Partnership.

(f) Cayman Islands Registration Statement. The General Partner has filed a registration statement pursuant to Section 9 of the ELP Law to register the Partnership as an exempted limited partnership (the "Registration Statement") and shall file any required amendments thereto.

(g) Standard of Care. It is recognized that decisions concerning investments or potential investments involve exercise of judgment and the risk of loss. To the fullest extent permitted by law, neither the General Partner nor any of its affiliates shall incur liability to the Partnership or any other Partner for any loss suffered by the Partnership or any other Partner which arises out of any such

investment or any other action or inaction on the part of the General Partner or any of its affiliates, provided that in any such case (i) the General Partner's or such affiliate's course of conduct was in good faith and (ii) such course of conduct did not constitute willful fraud, willful misconduct, gross negligence as determined under the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law ("Gross Negligence") or an intentional and material breach of this Agreement on the part of the General Partner or such affiliate.

(h) Guarantees. The Partnership shall not guarantee or agree in any other manner to become liable with respect to any indebtedness or obligation of any other Person without the prior written consent of the holders of a majority of the Preferred Units.

(i) Borrowing. The Partnership shall not borrow money except with the prior written consent of the holders of a majority of the Preferred Units.

(j) U.S. Trade or Business. The General Partner shall use its reasonable best efforts to conduct the affairs of the Partnership and its subsidiaries so that no Foreign Limited Partner realizes income that is "effectively connected with the conduct of a trade or business within the United States" within the meaning of Sections 871, 882 or 897 of the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder (such Act, together with such rules and regulations, being referred to in this Agreement as the "Code"), solely by virtue of being a Limited Partner. Notwithstanding the foregoing, payments (or adjustments thereto) specifically provided for in this Agreement or the Management Agreement shall not be deemed to violate this undertaking. For purposes of this Agreement, the term "Foreign Limited Partner" shall mean any Limited Partner that (A) either (1) is a "nonresident alien" within the meaning of Section 7701(b)(1)(B) of the Code, a foreign corporation or partnership within the meaning of Section 7701(a)(5) of the Code, or a foreign trust or estate within the meaning of Section 7701(a)(31) of the Code, or (2) is treated as a partnership or flow-through entity for United States Federal income tax purposes and that has any partners, members or beneficiaries that would be a Foreign Limited Partner under clause (1) of this sentence if

they were Limited Partners and (B) has notified the General Partner of such status in the Subscription Agreement or transfer documentation pursuant to which it acquired its interest in the Partnership.

(k) Letter Agreement. Dr. Harrison shall, on the date first written above, execute and deliver to the holders of the Preferred Units a letter agreement in the form attached hereto as Schedule B (as amended from time to time, the "Letter Agreement").

(l) Co-investments. The General Partner shall not permit any Intermediary, ATC or any Subsidiary to purchase any Operating Company Securities (as defined below), debt, royalty arrangement or other economic interest issued by a prospective Operating Company in which the General Partner, the Management Company or any of their respective affiliates has a preexisting investment or is investing at the same time as ATC unless such purchase has been approved by the holders of a majority of the Preferred Units. Securities intended to achieve ATC's investment purpose are sometimes referred to herein as "Operating Company Securities". An entity in which ATC has a direct or indirect investment in Operating Company Securities is sometimes referred to herein as an "Operating Company". Except with the prior written consent of the holders of a majority of the Preferred Units, each Operating Company shall be wholly-owned, directly or indirectly, by ATC, except for a de minimis number of equity securities owned by third parties to avoid unlimited liability, to comply with directors' qualifying share requirements, and the like.

(m) Tax Classification. Except with the prior written consent of Ezbon International Limited ("Ezbon"), the General Partner shall (i) not cause or permit the Partnership to elect (A) to be excluded from the provisions of Subchapter K of the Code or (B) to be treated as a corporation for United States Federal income tax purposes; (ii) cause the Partnership to make any election reasonably necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for United States Federal income tax purposes; (iii) cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for United States Federal income tax purposes; and (iv) not take any action that would be inconsistent with the treatment of the Partnership as a

partnership for such purposes. Except with the prior written consent of the holders of a majority of the Preferred Units, the Partnership shall use its best efforts to cause ATC to be treated as a corporation for United States Federal income tax purposes.

(n) ATC Board. The board of directors of ATC (the "Board") shall consist of five individuals, three of whom shall be appointed by the holders of a majority of the Preferred Units and two of whom shall be appointed by the General Partner; provided, however, that if the General Partner has been removed as general partner of the Partnership pursuant to Paragraph 4(a), the Board shall consist solely of three individuals appointed by the holders of a majority of the Preferred Units. Subject to the terms of this Agreement, the Board shall have the sole and exclusive authority, by majority vote of its members (including all members appointed by the holders of a majority of the Preferred Units), to approve investments by ATC in pharmaceutical, medical device and other medically-related projects and related activities (each, a "Project"), together with a budget for each Project (which may be for more than a single year and may include milestone-based payments), which Projects and budgets have been proposed by ATC's management. A description of the budgeting process to be undertaken by the Board is attached hereto as Schedule C. Without the approval of at least 80% of its members (including all members appointed by the holders of a majority of the Preferred Units), the Board shall not cause ATC to: (i) declare dividends or other distributions (except in accordance with a budget approved by the Board or as described below); (ii) effect any liquidation, dissolution or winding up of ATC; (iii) effect any consolidation or merger of ATC into or with any other entity or entities, or any sale or other disposition of a substantial portion of the assets of ATC; (iv) issue securities of ATC (other than to the Partnership or an Intermediary); (v) borrow or issue guarantees; or (vi) approve the transfer of any securities of ATC. The Board shall cause ATC to enter into an agreement with the General Partner for the day-to-day operations of ATC to be managed by the General Partner or its designee in a form approved in writing by the holders of a majority of the Preferred Units (the "Operating Agreement"); provided that no compensation shall be paid by ATC to

the General Partner or its designee, the Management Company, Dr. Harrison or their respective affiliates pursuant thereto. Notwithstanding the foregoing, the General Partner shall cause ATC to distribute promptly to the Partnership any amounts (including, without limitation, cash and publicly-traded securities) received by ATC from Subsidiaries (including, without limitation, Operating Companies) which remain after ATC has made or established appropriate reserves for paying its expenses, liabilities and other obligations (including investments in Projects pursuant to a budget approved by the Board). To the maximum extent practicable, ATC shall fund its operations (including investments in Projects) from capital contributions coming directly or indirectly from the Partnership, rather than through the recycling of ATC income or distributions (including distributions received from Subsidiaries, including, without limitation, the Operating Companies). The holders of a majority of the Preferred Units may, at their sole option at any time or times, require the General Partner to constitute boards of directors for any or all of the Intermediaries and Subsidiaries (including, without limitation, the Operating Companies) substantially on the same basis, and with the same authority, as the Board. In the absence of such a board being established for any Intermediary or Subsidiary (including, without limitation, any Operating Company), such Intermediary or Subsidiary (including, without limitation, any Operating Company) shall not take any action prohibited by clauses (i) through (vi) above (as if such clause referred to such Intermediary or Subsidiary (including, without limitation, any Operating Company) rather than ATC), except with the prior written consent of the holders of a majority of the Preferred Units or in accordance with a budget approved by the Board.

3. Limited Partners.

(a) Names; Addresses; Contingent Subscriptions. The names and addresses of the Limited Partners and their respective Contingent Subscriptions (if any) and numbers and classes of Units (as defined in Paragraph 6(c)) are set forth in the List of Partners. Except as otherwise provided in this Agreement, the Contingent Subscription of Dr. Harrison (together with his permitted transferees) shall at all times prior to a Removal Event be equal to 5.26315% of the sum of the

Contingent Subscriptions of the other holders of the Preferred Units. The List of Partners shall be revised by the General Partner from time to time, without the consent of any other Person, to reflect any change in the Contingent Subscription or number or class of Units of any Limited Partner, the withdrawal of any Limited Partner, the admission of any additional or substituted Limited Partner, the transfer of all or any part of the interest of any Limited Partner and any change in the name or address of any Limited Partner, provided such revision is, in each case, in accordance with the terms of this Agreement. The General Partner shall also maintain a Register of Partners, as required by the ELP Law.

(b) Limited Liability. No Limited Partner, in its capacity as such, shall be liable for the debts or obligations of the Partnership; provided that nothing in this sentence shall limit the liability of a Limited Partner (i) to make the capital contributions which it agreed to make to the Partnership pursuant to Paragraph 5, (ii) to return distributions that it is required to return to the Partnership pursuant to this Agreement or the ELP Law, or (iii) to pay any other amount that it is required to pay to the Partnership pursuant to this Agreement or its Subscription Agreement. None of the Limited Partners, in their capacity as such, shall take any part in the conduct of the business of the Partnership or have any power to sign for or to bind the Partnership.

(c) Additional Admissions. Subject to the provisions of this Agreement, including but not limited to Paragraphs 3(a) and 6(d), (e) and (f), the General Partner is authorized, but not obligated, to accept additional subscriptions from the Limited Partners, select and admit additional Limited Partners to the Partnership, and issue Incentive Common Units and Tracking Units (each as defined in Paragraph 6(c)) to the Limited Partners and additional Limited Partners. Each Limited Partner who is to make an additional subscription or receive additional Incentive Common Units or Tracking Units shall execute a Subscription Agreement (or the equivalent thereof) and each Person who is to be admitted as an additional Limited Partner shall execute a counterpart to this Agreement and, if such Person makes a subscription, a Subscription Agreement (or the equivalent thereof).

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4. Removal of General Partner.

(a) Removal. Following the occurrence of a Removal Event (as defined in Paragraph 4(c)), the holders of a majority of the Preferred Units may, upon ten days' prior written notice to the General Partner, remove the General Partner as general partner of the Partnership and select a successor general partner. The successor general partner shall agree in writing to be bound by this Agreement and assume all of the obligations of the General Partner under this Agreement. The exculpation and indemnification of the General Partner pursuant to Paragraphs 2(g) and 15 shall survive for actions or omissions occurring prior to such removal (subject to the conditions described therein); the Management Agreement, the Letter Agreement and the Operating Agreement shall terminate (except that the Management Company shall continue to be entitled to receive the Management Fee for an additional 45 days and shall reimburse the Partnership to the extent (if any) that it was paid Management Fee for more than 45 days in advance); and the successor general partner shall file an amendment to the Registration Statement reflecting the change in the general partner of the Partnership.

(b) Substitution of Successor General Partner. The successor general partner shall be deemed admitted to the Partnership as general partner immediately upon the filing of the section 10 notice pursuant to the ELP Law in respect of such change of general partner.

(c) Removal Event. For purposes of this Paragraph 4, "Removal Event" means the occurrence of any of the following:

(i) The criminal conviction for a felony entered by a court of competent jurisdiction against Dr. Harrison in respect of, or in relation to, the Partnership's affairs;

(ii) Any act of willful fraud, willful misconduct or Gross Negligence by Dr. Harrison in respect of, or in relation to, the Partnership's affairs; or

(iii) Any violation by Dr. Harrison of his obligations under Section 4 of the Letter Agreement including, without limitation, upon his death or disability.

(d) Consequences of General Partner's Removal. If the General Partner is removed as general partner of the Partnership pursuant to Paragraph 4(a):

(i) The number of Founder Common Units (as defined in Paragraph 6(c)) held by Dr. Harrison (taken together with his permitted transferees) shall be reduced as follows:

(A) If such removal was the result of Dr. Harrison's death or disability, then such number of Founder Common 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 July, 2011 through and including the date of removal, and the denominator of which is 60, or

(B) In all other instances, such number of Founder Common 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 July, 2011 through and including the date of removal, and the denominator of which is 120;

Furthermore, if the General Partner is removed pursuant to Paragraph 4(a) as a result of (1) a Removal Event described in Paragraph 4(c)(i) or (2) willful and material fraud by Dr. Harrison within the context of Paragraph 4(c)(ii), as determined by a court of competent jurisdiction, then Ezbon shall have the option to purchase the remaining Founder Common Units held by Dr. Harrison (taken together with his heirs or legal representatives) at an aggregate price equal to $1. Such option may be exercised by Ezbon within 30 days following the removal date by written notice thereof by Ezbon to Dr. Harrison (or his heirs or legal representatives, as applicable), accompanied by payment in full of the purchase price therefor. The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with any such sale of Founder Common Units to Ezbon.

(ii) At Dr. Harrison's election, his Contingent Subscription in respect of Preferred Units shall be reduced to the aggregate amount of capital contributions theretofore made by him to the Partnership in respect of such Preferred Units, in which case the number of his Preferred Units and Investment Common Units shall also be reduced by the same percentage by which Dr. Harrison's Contingent Subscription in respect of Preferred Units was reduced and future distributions in respect of Dr. Harrison's Preferred Units and Investment Common Units shall be adjusted to the extent necessary so that, as quickly as possible, aggregate distributions in respect of those Units, net of contributions, are what they would have been if Dr. Harrison had at all times held the reduced number of such Units. Such election right, and the consequences thereof, shall also apply to Dr. Harrison's heirs and legal representatives.

(iii) For the avoidance of doubt, the foregoing adjustments shall be applicable for purposes of determining Dr. Harrison's (and each of his heirs' and legal representatives') share of allocations and distributions only prospectively from the date of removal, and Dr. Harrison (and each of his heirs and legal representatives) shall not, as a result of this Paragraph 4(d), have any obligation (pursuant to Paragraph 15(c), or otherwise) to return to the Partnership or any Partner any distributions that Dr. Harrison (or such heirs and legal representatives) received prior to such date (but, for the further avoidance of doubt, this Paragraph 4(d)(iii) shall not relieve Dr. Harrison (or such heirs and legal representatives) of any obligation he (or they) would otherwise have under Paragraph 15(e) with respect to distributions made prior to the General Partner's removal).

(iv) So long as Dr. Harrison (taken together with his heirs and legal representatives) continues to own in the aggregate the greater of at least (Y) 50,000 Units (appropriately adjusted for any splits or combinations of, or dividends with respect to, Units occurring after the date of this Agreement or (Z) 20% of the Units owned by him (taken together with his heirs and legal representatives) following the Removal Event, after giving effect to all

adjustments (1) arising from such Removal Event (including, without limitation, adjustments pursuant to Paragraph 4(d)(i), (ii) and (vi)) and (2) pursuant to Paragraph 6(f)(i), neither the Partnership, any Intermediary, ATC nor any Subsidiary (including any Operating Company) shall enter into any transaction or agreement with Ezbon, Blue Horizon Enterprise Ltd. ("Blue Horizon") or any of their respective affiliates without the prior written consent of Dr. Harrison (or his heirs or legal representatives, if applicable); provided, however, that the Partnership may continue to issue additional Preferred Units and Investment Common Units to Ezbon, Blue Horizon or any of their respective affiliates, (i) at or above the purchase prices per Unit specified in Paragraph 6(d) and in the ratio of one Preferred Unit for each Investment Common Unit, for the purpose of financing the Partnership's operations or (ii) below the purchase prices per Unit specified in Paragraph 6(d) and in the ratio of one Preferred Unit for each Investment Common Unit, for the purpose of financing the Partnership's operations, provided that in the case of this clause (ii), (A) a third party investor who is not affiliated with either Ezbon or Blue Horizon and who is not a Limited Partner, but who comes within the definition of a "qualified purchaser" for purposes of the U.S. Investment Company Act of 1940, as amended, participates in such financing and purchase at least one-third of the Preferred Units and Investment Common Units sold in such financing and (B) the combined percentage ownership by Ezbon, Blue Horizon and their affiliates of Preferred Units and Investment Common Units immediately following such financing is less than their combined percentage ownership of such Units immediately prior to such financing. So long as Dr. Harrison (or his heirs or legal representatives) continues to own any Units, all such transactions or agreements with Ezbon, Blue Horizon or any of their respective affiliates shall be on "arms-length" terms or as otherwise approved by Dr. Harrison (or his heirs or legal representatives, if applicable).

(v) Dr. Harrison (or his heirs or legal representatives, if applicable) shall have a preemptive right, exercisable for a minimum period of 30 days and a maximum period of

60 days, to subscribe for his pro rata share of any additional Preferred Units and Investment Common Units offered by the Partnership (based on the percentage of the total number of outstanding Units of such class owned by Dr. Harrison (or his heirs or legal representatives)), on the most favorable terms and conditions offered to any third party (including, without limitation, Ezbon, Blue Horizon or their respective affiliates).

(vi) If the General Partner is removed pursuant to Paragraph 4(a) as a result of a Removal Event described in Paragraph 4(c)(ii) (other than for willful and material fraud as determined by a court of competent jurisdiction) or Paragraph 4(c)(iii), then Dr. Harrison (or his heirs or legal representatives) shall have the option to require Ezbon to purchase a percentage of his (or their) Preferred Units equal to the product of (A) the aggregate capital called in respect of such Preferred Units divided by the aggregate Contingent Subscriptions of his (or their) Preferred Units and (B) the quotient of (1) the aggregate capital contributed or deemed contributed (to the extent such deemed contributions reduced the Management Fee) in respect of such Preferred Units, reduced by the then balance due under the Loan Arrangement divided by (2) the aggregate capital contributed or deemed contributed (to the extent such deemed contributions reduced the Management Fee) in respect of such Preferred Units. The purchase price for such Preferred Units shall be an amount equal to the sum of the capital contributions made or deemed made (to the extent such deemed contributions reduced the Management Fee) in respect of such Preferred Units, reduced by (x) amounts then outstanding under the Loan Arrangement and (y) distributions to Dr. Harrison (or his heirs or legal representatives), in each case in respect of such Preferred Units. Such option may be exercised by Dr. Harrison (or his heirs or legal representatives) within 30 days following the removal date by written notice thereof by Dr. Harrison (or his heirs or legal representatives) to Ezbon. If Dr. Harrison (or his heirs or legal representatives) elects to exercise such option, Ezbon shall purchase such Preferred Units by payment of the purchase price therefor in four equal installments, with the first installment due within ten days following the date of

exercise and each subsequent installment due on the three-month anniversary of the due date for the prior installment; provided, however, that the entire amount shall be payable in full within ten days following the date of exercise if the aggregate purchase price does not exceed US $10 million. The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with any such sale of Preferred Units to Ezbon. In the event of a sale of Preferred Units pursuant to this clause (vi), the provisions of Section 3 of Part A to Schedule D hereto shall no longer apply to any remaining Preferred Units owned by Dr. Harrison (or his heirs or legal representatives). In no event shall a sale of Preferred Units pursuant to this clause (vi) insulate the General Partner from any claim against it for willful misconduct or gross negligence giving rise to such removal.

5. Capital of the Partnership.

(a) Capital Contributions; General.

(i) Subject to the terms of this Agreement, each of the Partners shall contribute to the capital of the Partnership, in such installments as the General Partner may request, an amount equal to, but not in excess of, the total amount (if any) set forth opposite such Partner's name under the column marked "Contingent Subscription" in the List of Partners (the "Contingent Subscription"). A Partner may not make less than the full amount of any required capital contribution.

(ii) Unless otherwise approved by the holders of a majority of the Preferred Units in writing, the General Partner may only call capital, as of any time, in amounts sufficient to enable the Partnership, the Intermediaries and ATC, as applicable, to (A) pay Partnership and Intermediary expenses then existing or reasonably anticipated to be incurred within the next six-month period, (B) pay other Partnership and Intermediary non-discretionary items (such as taxes and tax distributions by the Partnership) and satisfy other Partnership and Intermediary expenses and obligations incurred in the ordinary course of business and (C) make capital contributions (directly or indirectly through one or more Intermediaries) to ATC to allow ATC to (I) pay the

Management Fee for the next 12-month period and other ATC expenses then existing or reasonably anticipated to be incurred within the next six-month period, (II) invest in Projects approved by the Board in accordance with a Board-approved budget therefor and (III) pay ATC non-discretionary items (such as taxes) and satisfy other ATC expenses and obligations incurred in the ordinary course of business. Notwithstanding the foregoing, unless otherwise approved by the holders of a majority of the Preferred Units in writing or the Board, (X) capital calls in respect of Partnership, Intermediary and ATC expenses and obligations incurred in the ordinary course of business for legal, audit, accounting and tax services, insurance, business development (including the identification, investigation and evaluation of prospective Projects), and other general and administrative matters (other than the Management Fee) shall be limited to the amount therefor set forth in a budget presented by the General Partner and approved by the holders of a majority of the Preferred Units in writing or the Board, whose approval shall not be unreasonably withheld or delayed, (Y) capital calls in respect of all indemnification obligations pursuant to Paragraph 15 shall not exceed in the aggregate the greater of (1) 20% of the Partnership's contributed capital or (2) $50 million, and (Z) in the case of a capital call pursuant to clause (C) of the preceding sentence that is made on a basis accelerated from that set forth in a Board-approved budget, the General Partner (1) represents in writing to the Partners that it has a good faith belief that the Project (or portion thereof covered by such budget) will be completed within the aggregate amount budgeted therefor and (2) provided the Board with a reasonably detailed and diligenced presentation supporting such representation; provided, however, that no approval by the holders of Preferred Units or the Board shall be required with respect to organizational expenses of the Partnership and its related entities.

(iii) Not less than ten business days' prior written notice shall be given to each Partner by the General Partner as to the date for each capital contribution. The amount of capital required to be contributed by each Partner on each occasion of a capital contribution shall

be computed by the General Partner so that each Partner contributes that portion of the aggregate capital contribution to be made by all Partners at such time which such Partner's Contingent Subscription bears to the total Contingent Subscriptions of all Partners, or in such other proportions as may be determined by the General Partner with the prior written consent of the holders of a majority of the Preferred Units. All capital contributions shall be made in cash.

(iv) The General Partner may at any time, with the prior written consent of Ezbon, reduce on a pro rata basis or terminate, in their entirety, the outstanding commitments of the Partners to make further capital contributions to the Partnership, in which instance the obligation of the Partners to contribute additional capital to the Partnership shall be so reduced or terminated, as applicable, the number of Units held by each Partner shall be adjusted on an equitable basis and the List of Partners shall be revised to reflect such occurrence. A portion of the capital contributions to be made by Dr. Harrison shall be financed by Ezbon, and repaid to Ezbon by Dr. Harrison, as described in Schedule D attached hereto.

(b) Anti-Money Laundering. Each capital contribution made by a Limited Partner shall constitute a representation and warranty by such Limited Partner that, to such Limited Partner's knowledge:

(i) None of the cash that such Limited Partner has contributed or is contributing to the Partnership has been derived from, or related to, any activity that is deemed criminal under United States or Cayman Islands law; and

(ii) No contribution by such Limited Partner to the Partnership shall cause the Partnership, the Management Company, the General Partner or any of their directors, officers or employees to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the Proceeds of Crime Law 2008, the Terrorism Law (2009 Revision) or the Money Laundering Regulations (2011 Revision), in each case, such statute

as amended to date and any successor statute thereto and including all regulations promulgated thereunder (the "Anti-Money Laundering Laws").

Each Limited Partner shall promptly notify the General Partner if it becomes aware that such Limited Partner has made a contribution to the Partnership of money derived from, or related to, any activity that is deemed criminal under United States or Cayman Islands law or that could cause the Partnership, the Management Company, the General Partner or any of their directors, officers or employees to be in violation of the Anti-Money Laundering Laws. Each Limited Partner shall use commercially reasonable efforts to provide promptly to the General Partner any additional information regarding such Limited Partner or its beneficial owners that the General Partner reasonably deems necessary or advisable to determine or ensure compliance with all applicable laws concerning money laundering and similar activities. Each Limited Partner acknowledges that if at any time it is discovered that such Limited Partner has made a contribution to the Partnership of money derived from, or related to, any activity that is deemed criminal under United States or Cayman Islands law or that could cause the Partnership, the Management Company, the General Partner or any of their directors, officers or employees to be in violation of the Anti-Money Laundering Laws, any of such Limited Partner's foregoing representations and warranties is incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar activities, the General Partner may undertake appropriate actions to ensure compliance with such applicable law or regulation. Actions that may be taken by the General Partner in the circumstances described in the previous sentence include, but are not limited to, the following:

(x) The General Partner, upon delivery of notice to that effect to the affected Limited Partner, may "freeze" such Limited Partner's interest in the Partnership and, in that event: (A) shall not permit the Partnership to accept any additional capital contributions from such Limited Partner so long as the interest is frozen; (B) shall not request any additional capital contributions from such Limited Partner so long as the interest is frozen; (C) shall not permit the Partnership to

allocate any items of Partnership income or gain to such Limited Partner's Capital Account with respect to any fiscal period commencing on or after the date of delivery of such notice and for so long as the interest is frozen (although the General Partner may cause the Partnership to continue to allocate items of loss or expense to such Limited Partner's Capital Account to the same extent as if, with respect to such Limited Partner and through the date of the Partnership's final liquidating distribution, such Limited Partner had timely made all required capital contributions with respect to its Contingent Subscription); and/or

(D) shall not permit the Partnership to make any distributions to such Limited Partner in respect of its frozen interest after the delivery of such notice and for so long as the interest is frozen, other than liquidating distributions pursuant to Paragraph 11 in an amount equal to the positive balance in its Capital Account, after payment to each other Partner of its final liquidating distribution in accordance with Paragraph 11 and subject in all events to compliance with applicable law.

(y) In the alternative, the General Partner may cause the Partnership to redeem such Limited Partner's interest using Partnership funds at a price equal to the lesser of (A) the aggregate amount of capital contributions theretofore made by such Limited Partner, net of amounts previously distributed to such Limited Partner, (B) the positive balance in the Capital Account of such Limited Partner, or (C) the fair market value of such interest (as determined by the General Partner); provided, however, that the General Partner shall cause the Partnership to redeem such Limited Partner's interest at such price if required by law, regulation or government order.

Each Limited Partner further understands that the Partnership or General Partner may release

confidential information about such Limited Partner and, if applicable, any of its underlying beneficial owners, to proper authorities if the General Partner, in its reasonable discretion, determines that it is required or otherwise in the best interests of the Partnership in light of the Anti-Money Laundering Laws or any other applicable laws concerning money laundering and similar activities. Each Limited Partner acknowledges and agrees that the General Partner, without the consent of any Limited Partner and notwithstanding any other provision of this Agreement, may amend any provision of this Agreement in order to effectuate the intent of this Paragraph 5(b) and ensure compliance with the Anti-Money Laundering Laws or any other applicable laws concerning money laundering and similar activities.

(c) Defaults on Contributions. If a Limited Partner does not make a capital contribution required by this Paragraph 5 when due (or within five business days thereafter), interest will accrue on the outstanding balance of such unpaid capital contribution at a rate per annum equal to the lesser of (i) the prime rate (as published in The Wall Street Journal) plus 6% or (ii) the maximum rate permitted by law (the "Default Rate"), from and including the date the capital contribution was due until the earlier of the date of payment of such capital contribution by such Limited Partner (or a transferee) or such time, if any, as the General Partner imposes a Default Charge (as defined below).

If such Limited Partner fails to pay any such amount when due but pays such amount (together with any accrued interest thereon) prior to the time it becomes a Defaulting Partner (as defined below), the General Partner shall reflect in the records of the Partnership the amount paid by such Partner, with such amount treated as payment first of accrued interest to the extent thereof; provided, however, that no such payment of interest shall reduce the amount to be contributed to the Partnership by such Partner with respect to its Contingent Subscription.

A Limited Partner that has failed to make a payment in satisfaction of its Contingent Subscription (together with any accrued interest thereon) pursuant to this Paragraph 5 by the close of business on the date that is five business days after the relevant due date and has also failed to make such payment on or before the date that is 30 days after the General Partner has delivered, by certified or

registered mail or by nationally or internationally recognized "overnight" courier service, a notice (a "Default Notice") informing such Limited Partner of its failure to make such payment and notifying such Limited Partner that such Limited Partner will be considered a Defaulting Partner if payment is not received within such 30-day period, shall be deemed to be a "Defaulting Partner." The General Partner, in its sole discretion, may determine whether or not, or when, to deliver a Default Notice with respect to any Limited Partner that has failed to timely make a required payment pursuant to this Paragraph 5.

If a Limited Partner becomes a Defaulting Partner, the General Partner may, in its sole discretion, pursue one or more of the following alternatives:

(i) impose a Default Charge upon the Defaulting Partner;

(ii) assist the Defaulting Partner in selling its Preferred Units and Investment Common Units, with the full assumption by the buyer of the Defaulting Partner's Contingent Subscription, including any portion then due and unpaid;

(iii) accept a late contribution from the Defaulting Partner, with interest, in satisfaction of its then-outstanding obligation to contribute hereunder, if the General Partner determines in its sole discretion that such a late contribution will not jeopardize the activities and operations of the Partnership; or

(iv) pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant Subscription Agreement and Cayman Islands law, including, but not limited to, the commencement of a lawsuit to collect the unpaid capital contribution, interest and costs, and reimbursement of any other damages suffered by the Partnership (with interest on any such costs or other damages that are reimbursed).

If a Defaulting Partner's Preferred Units and Investment Common Units are sold in their entirety pursuant to (ii) above, or if the General Partner exercises its sole discretion to accept a late contribution pursuant to (iii) above, the General Partner shall not impose a Default Charge pursuant to (i) above. Otherwise, all such remedies, including the aforesaid damages provisions, shall be cumulative, and the

use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy.

The Partners agree that the damages suffered by the Partnership as the result of any failure by a Limited Partner to timely make a capital contribution or other payment to the Partnership that is required by this Agreement cannot be estimated with reasonable accuracy. To the maximum extent permitted by law, in connection with such failure (which remedy each Partner agrees is reasonable) and subject to the preceding paragraph of this Paragraph 5(c), the General Partner may cause such Defaulting Partner's number of Preferred Units and Investment Common Units to be reduced by up to 50% of such Defaulting Partner's corresponding number of Units of such class immediately prior to becoming a Defaulting Partner, which Units shall be allocated to the non-defaulting holders of Preferred Units in proportion to their respective number of Preferred Units (the "Default Charge"); provided, however, that if a Defaulting Partner (or any transferee(s) then holding the Defaulting Partner's interest) subsequently contributes the amount in arrears during such period, then in the sole discretion of the General Partner, the number of Preferred Units and Investment Common Units of the Partners (and the sharing of distributions among such Partners) shall be adjusted so that the Partners hold the same number of Units and receive the same of distributions as if such Defaulting Partner (together with such transferee(s), if any) had made all contributions with respect to such Defaulting Partner's interest on a timely basis.

The application of the aforesaid remedies and other damages provisions with respect to any Defaulting Partner shall not relieve such Defaulting Partner of his obligation to make (i) the capital contribution which resulted in the application of the aforesaid remedies and other damages provisions because of the failure of the Defaulting Partner to pay such capital contribution and (ii) all subsequent required capital contributions when due, or relieve such Defaulting Partner from designation as a Defaulting Partner and application of the aforesaid remedies and other damages provisions as to any such subsequent required capital contribution if he defaults with respect thereto. However, for the avoidance of doubt, the General Partner may not impose multiple Default Charges upon a Defaulting Partner with

respect to a single required capital contribution.

In connection with the application of the Default Charge, the General Partner may make such adjustments to the manner in which Capital Accounts are determined and distributions are made to the Defaulting Partner and the Partners to which the portions of the Defaulting Partner's Units are reallocated in accordance with this Paragraph 5(c) as the General Partner reasonably determines are necessary or appropriate in order to reflect the application and the intention of the Default Charge. Without limiting the generality of the foregoing, the General Partner, in its sole discretion, may elect to retain any distributions that any Defaulting Partner would otherwise be entitled to receive pursuant to this Agreement (taking into account the effect of the imposition of any remedies and other damages provisions that have been applied) for use for any Partnership purpose, including for the purpose of applying such withheld amounts, first to any costs of collection incurred by the Partnership with respect to such Defaulting Partner's unpaid capital contributions and second, as payment of such Defaulting Partner's capital contributions that are due but unpaid (and interest thereon) in chronological order starting with the capital contribution that has been unpaid for the longest period. In the case of a distribution in kind, if the General Partner elects to withhold such distribution for application against such Defaulting Partner's unpaid capital contribution, the Partnership shall withhold securities otherwise distributable to the applicable Defaulting Partner and cause such securities to be sold for and on behalf of such Defaulting Partner (and such Defaulting Partner hereby irrevocably appoints the General Partner (with full power of substitution) as his agent and attorney in fact for purposes of effecting such sale) and remit the net proceeds of such sale to the Partnership for application as provided in this paragraph. Each Defaulting Partner with respect to which distributions are authorized to be withheld in accordance with this Paragraph 5(c) agrees to execute such other documents as the General Partner may reasonably request in order to effect the purposes of such withholding and the sale of any withheld securities on behalf and in the name of such Defaulting Partner. For purposes of maintaining such Defaulting Partner's Capital Account and all other purposes under this Agreement, such Defaulting Partner shall be deemed to have

received, at the time the distribution would otherwise have been made to such Defaulting Partner, any distribution that was withheld by the Partnership for application against such Defaulting Partner's unpaid capital contribution obligations and, in the case of a distribution in kind that was withheld, to have sold the withheld securities outside of the Partnership so that the Capital Accounts of, and economic arrangements among, the other Partners are not affected by the withholding of any such distribution. The value of any remaining withheld distributions that have not been applied to the Defaulting Partner's unpaid capital contribution obligations may be retained by the Partnership in cash or in kind, until the winding up of the Partnership, provided that the Partnership shall not be liable to such Defaulting Partner for any reduction in the value of any securities retained in kind and the Defaulting Partner shall not be entitled to the benefit of any appreciation in such retained securities.

6. Accounts; Units.

(a) Capital Accounts. There shall be established on the books of the Partnership a capital account ("Capital Account") for each Partner which shall consist of such Partner's initial capital contribution (if any) to the Partnership made pursuant to Paragraph 5, (i) increased by (A) any additional capital contributions by such Partner to the Partnership made pursuant to Paragraph 5 and (B) any amounts from time to time credited to the Capital Account of such Partner pursuant to Paragraph 7, (ii) decreased by (A) any distributions to such Partner and (B) any amounts from time to time charged to the Capital Account of such Partner pursuant to Paragraph 7, and (iii) adjusted pursuant to Paragraph 5(c).

(b) Distributions in Kind. For purposes of maintaining and determining Capital Accounts, all property distributed in kind by the Partnership to a Partner shall be charged to that Partner's Capital Account at the fair market value of such property on the date of distribution.

(c) Authorized Units. The Partnership is authorized to issue five classes of Limited Partner units (collectively, the "Units"), consisting of the following:

(i) up to 900,000 preferred units (the "Preferred Units"),

(ii) up to 900,000 investment common units (the "Investment Common Units"),

(iii) up to 225,000 founder units (the "Founder Common Units"),

(iv) up to 158,823 incentive common units (the "Incentive Common Units"), and

(v) tracking units with respect to any Project ("Tracking Units"), which shall not represent in the aggregate more than 5% of the Partnership's cumulative direct and indirect profits in such Project since its inception, and which "track" the profits (determined in accordance with GAAP, as defined in Paragraph 16(f)) of a particular Project.

(d) Purchase Price for Units. The purchase price for each Preferred Unit shall be US $1,666.66, to be contributed from time to time as described in Paragraph 5(a). The purchase price for each Investment Common Unit, Founder Common Unit, Incentive Common Unit and Tracking Unit (which may be US $0.00 in each case) shall be determined by the General Partner. Each Partner's Contingent Subscription shall be equal to the sum of the original issue purchase prices for its Units.

(e) Issuance of Units. On the date of this Agreement, (i) 436,050 Preferred Units and 436,050 Investment Common Units are being issued to Ezbon (ii) 418,950 Preferred Units and 418,950 Investment Common Units are being issued to Blue Horizon, and (iii) 45,000 Preferred Units, 45,000 Investment Common Units and 225,000 Founder Common Units are being issued to Dr. Harrison. Incentive Common Units and Tracking Units shall be issued from time to time as determined by the General Partner, in each case, subject to a vesting schedule as determined by the General Partner. Incentive Common Units shall only be issued to Persons providing bona fide services to ATPharma and Tracking Units in respect of a Project shall only be issued to Persons providing bona fide services directly related to the corresponding Project. No Incentive Common Units or Tracking

Units shall be issued to the General Partner, the Management Company, Dr. Harrison or their respective affiliates without the prior written approval of the holders of a majority of the Preferred Units. If any outstanding Preferred Units or Investment Common Units are redeemed by the Partnership or otherwise cancelled, they may only be reissued by action of the General Partner with the prior written consent of the holders of a majority of the Preferred Units.

(f) Reduction of Authorized and Issued Founder Common Units and Incentive Common Units. The number of authorized Founder Common Units and Incentive Common Units shall be automatically reduced (and each Partner's number of Founder Common Units and Incentive Common Units outstanding as of any date on which the number of authorized Founder Common Units or Incentive Common Units are reduced shall be reduced by the same percentage by which the authorized number of Units of the corresponding class were reduced as of such date), based on the amount of capital contributed to the Partnership in respect of the Preferred Units, as follows:

(i) Founder Common Units: reduced to 100,000 at such time as US $300 million has been contributed to the Partnership in respect of the Preferred Units, with such reduction beginning after US $100 million has been so contributed and calculated so that the quotient of the number of authorized Founder Common Units divided by the sum of the number of authorized Founder Common Units and outstanding Investment Common Units is reduced, on a straight-line basis (calculated in $10 million increments), from 20% to 10%, and

(ii) Incentive Common Units: reduced to 47,368 at such time as US $1 billion has been contributed to the Partnership in respect of the Preferred Units, with such reduction beginning after US $100 million has been so contributed and calculated so that the quotient of the number of authorized Incentive Common Units divided by the sum of the number of authorized Incentive Common Units and outstanding Investment Common Units is reduced, on a straight-line basis (calculated in $10 million increments), from 15% to 5%.

An example of how such authorized (and, similarly, issued and outstanding) Founder Common Units and

Incentive Common Units shall be reduced, and the manner in which distributions are apportioned pursuant to Paragraph 8(d)(ii), is attached hereto as Schedule E.

7. Allocations.

(a) Allocations Generally. Except as otherwise provided in this Agreement, the Profit or Loss (as defined in Paragraph 7(b)) for each fiscal quarter shall be allocated among the Partners in a manner that as closely as possible gives economic effect to the provisions of Paragraphs 5 and 8 and the other provisions of this Agreement, as determined in the reasonable discretion of the General Partner.

(b) Definitions. For purposes of this Agreement:

(i) "Carrying Value" shall mean, with respect to each Partnership asset, the asset's adjusted basis for United States Federal income tax purposes, adjusted to equal its fair market value, as determined by the General Partner, in accordance with the rules set forth in U.S. Treasury Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to: (a) the date of the acquisition of any additional Partnership interest by any new or existing Partner in exchange for more than a de minimis capital contribution; (b) the date of the distribution of more than a de minimis amount of Partnership property (other than a pro rata distribution) to a Partner; or (c) such other dates as specified in U.S. Treasury Regulations under Section 704 of the Code; provided that adjustments pursuant to clauses (a), (b) or (c) above shall be made only if the General Partner determines in its sole discretion that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners. The Carrying Value of any Partnership asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its fair market value. In the case of any asset that has a Carrying Value that differs from its adjusted basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profit" or "Loss" rather than the amount of depreciation determined for United States Federal income tax purposes.

(ii) "Profit" or "Loss" for each fiscal quarter means the sum of the taxable income or loss of the Partnership, or particular items thereof, determined in accordance with the accounting method used by the Partnership for United States Federal income tax purposes, with the following adjustments: (a) all items of income, gain, loss or deduction allocated pursuant to Paragraph 7(c) shall not be taken into account in computing such taxable income or loss; (b) any income of the Partnership that is exempt from United States Federal income taxation and not otherwise taken into account in computing Profit or Loss shall be added to such taxable income or loss; (c) if the Carrying Value of any asset differs from its adjusted tax basis for United States Federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (d) upon an adjustment to the Carrying Value of any asset (other than an adjustment in respect of depreciation), pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (e) if the Carrying Value of any asset differs from its adjusted tax basis for United States Federal income tax purposes, the amount of depreciation, amortization or cost recovery deductions with respect to such asset shall for purposes of determining Profit or Loss be an amount which bears the same ratio to such Carrying Value as the United States Federal income tax depreciation, amortization or other cost recovery deduction bears to such adjusted tax basis (provided, that if the United States Federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deduction in calculating Profit or Loss); and (f) except for items in (a) above, any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Profit or Loss pursuant to this definition shall be treated as deductible items.

(c) Regulatory Provisions. The following provisions of this Paragraph 7(c) are included in order to comply with United States Federal income tax laws and regulations. For purposes

of making allocations of Profit or Loss, if the Capital Account of any Limited Partner would be reduced below zero (or if an existing deficit in such Limited Partner's Capital Account would be increased) as a result of the allocation to it of any Loss, then such Loss shall first be allocated to such Limited Partner until such Limited Partner's Capital Account is reduced to zero; the remaining portion of such Loss shall be allocated to the remaining Partners in accordance with Paragraph 7(a) until the Capital Account of each remaining Limited Partner is reduced to zero; and any remaining portion of such Loss shall be allocated to the General Partner. In determining whether an allocation for a fiscal quarter would cause any Limited Partner's Capital Account to become negative or would add to an existing deficit in such Limited Partner's Capital Account for purposes of the preceding limitation, the following allocations and distributions shall be taken into account in determining such Limited Partner's Capital Account balance:

(i) allocations of loss and deduction that, as of the end of such quarter, reasonably are expected to be made to such Limited Partner pursuant to Section 704(e)(2) of the Code (relating to allocations to a donee of a partnership interest), Section 706(d) of the Code (relating to allocations required in the case of a shift in a partner's interest in a partnership during a taxable year) and Treasury Regulation §1.751-1(b)(2)(ii) (relating to shifts in partners' interests in the inventory and unrealized receivables of a partnership, as those terms are defined in Section 751 of the Code, attributable to distributions from a partnership); and

(ii) distributions that, as of the end of such quarter, reasonably are expected to be made to such Limited Partner to the extent they exceed offsetting increases to such Limited Partner's Capital Account that reasonably are expected to occur during (or prior to) the Partnership fiscal quarters in which such distributions reasonably are expected to be made.

If any Limited Partner receives an allocation or distribution described in the preceding sentence which is not reasonably expected to occur, but which causes or increases a negative balance in such Limited Partner's Capital Account, such Limited Partner shall be allocated items of Partnership

income and gain in an amount and manner sufficient to eliminate such negative balance as quickly as possible. If any special allocation is made pursuant to the preceding sentence, subsequent allocations of loss, expenses or deductions shall be made to such Limited Partner so as to reverse the effect of such special allocation; provided, however, that no allocation of loss, expenses or deductions shall be made pursuant to this sentence which would cause such Limited Partner's Capital Account to become negative. The General Partner shall determine, in consultation with the Partnership's independent public accountants or auditors, whether any allocations or distributions described in this Paragraph 7(c) reasonably are expected to be made and the amount of any such allocations or distributions, and its determination shall be binding on all Partners. The provisions of this Paragraph 7(c) are intended to constitute a "qualified income offset" as defined in Treasury Regulation §1.704-1(b)(2)(ii)(d), and shall be so interpreted. All allocations with respect to any fiscal quarter pursuant to Paragraph 7(a) and any offsetting allocations pursuant to this Paragraph 7(c) shall be made on an interim basis, subject to adjustment when tax allocations are made pursuant to Paragraph 7(e) at the end of the fiscal year including such quarter.

(d) Changes in Partners' Interests. Notwithstanding the foregoing, with respect to any fiscal quarter during which any Partner's interest in the Partnership changes by reason of the admission of a Partner, the withdrawal of a Partner, non-pro rata contributions of capital to the Partnership, or any other event described in Section 706(d)(1) of the Code and any regulations issued thereunder, allocations of Profit or Loss made pursuant to this Paragraph 7 shall be adjusted appropriately to take into account the varying interests of the Partners in the Partnership during such quarter. The General Partner shall consult with the Partnership's accountants, auditors or other advisers and shall select the method of making such adjustments, which method shall be used consistently thereafter.

(e) Tax Allocations.

(i) For United States Federal, state and local income tax purposes, Partnership income, gain, loss, deduction or credit (or any item thereof) for each fiscal year shall be allocated to and among the Partners in order to reflect the allocation of Profit and Loss pursuant to the other provisions of this Agreement, taking into account any variation between the adjusted tax basis and book value of Partnership property in accordance with the principles of Section 704(c) of the Code. However, in the event that the Partnership is required to recognize income or gain for income tax purposes under Section 684 of the Code (or a similar provision of state or local law) in respect of an in-kind distribution to a Limited Partner, then, solely for such income tax purposes, to the maximum extent permitted by applicable law (as determined by the General Partner in its reasonable discretion), the income or gain shall be allocated entirely to such Limited Partner.

(ii) If any Partners are treated for United States Federal income tax purposes as realizing ordinary income as the result of receiving interests in the Partnership (whether under Section 83 of the Code or under any similar provision of any law, rule or regulation) and the Partnership is entitled to any offsetting deduction (net of any income realized by the Partnership as a result of such receipt), the Partnership's net deduction will be allocated to and among the Capital Accounts of such Partners in such manner as to offset, as nearly as possible, the ordinary income realized by such Partners to the extent consistent with applicable law.

(f) Tax Withholding.

(i) If the Partnership incurs a tax withholding obligation with respect to the share of Partnership income or gains allocated or distributed to any Partner: (A) any amount that is (1) actually withheld from a distribution that otherwise would have been made to such Partner and (2) paid over to any taxing authority in satisfaction of such withholding obligation shall be treated under this Agreement for all purposes as if such amount had been distributed to such

Partner; and (B) to the extent that any amount paid over to any taxing authority by the Partnership in satisfaction of such withholding obligation exceeds the amount, if any, actually withheld from a distribution that otherwise would have been made to such Partner, such excess shall be treated as an interest-free advance to such Partner. Amounts treated as advanced to any Partner pursuant to this Paragraph 7(f) shall be repaid by such Partner to the Partnership within 30 days after the General Partner gives notice to such Partner making demand therefor, which notice shall be given promptly after such advance is made. The Partnership shall collect any unpaid amounts from any Partnership distributions to such Partner that otherwise would be made to such Partner and any unpaid amounts that exceed anticipated distributions to such Partner shall be subtracted from such Partner's Capital Account.

(ii) If the Partnership receives securities disposition proceeds or other investment returns with respect to which non-United States taxes have been withheld at the source, or the Partnership is otherwise required to pay any non-United States taxes, the aggregate amount of such taxes so withheld, paid or required to be paid shall be deemed for all purposes of this Agreement to have been received by the Partnership and then distributed by the Partnership to and among the Partners based on the amount of such withholding or other taxes attributable to each Partner, as determined by the General Partner after consulting with the Partnership's accountants, auditors or other advisers, taking into account any differences in the amount of such taxes attributable to each Partner because of such Partner's status, nationality or other characteristics. The intent of the preceding sentence is to ensure to the extent feasible that the burden of non-United States taxes withheld at the source, as required to be paid by the Partnership, are borne by those Partners to which such taxes are attributable. If the amounts deemed distributed to the Partners in accordance with such sentence do not comport with the provisions of this Agreement relating to the apportionment of distributions among the Partners,

then, notwithstanding such distribution provisions, subsequent distributions to the Partners shall be adjusted in an equitable manner by the General Partner to reflect the intent of such sentence.

(iii) Notwithstanding Paragraph 7(f)(i), such Paragraph shall not apply with respect to any withholding taxes in respect of a Net Tax Obligation of Ezbon or Blue Horizon in respect of its Preferred Units or Investment Common Units. Accordingly, the amounts distributed to the holders of Incentive Common Units and Founder Common Units shall be determined as if Net Tax Obligations were an expense of the Partnership, and the allocations, distributions, and related provisions of this Agreement shall be adjusted and applied in a manner consistent with such intention. For this purpose, a "Net Tax Obligation" with respect to the Preferred Units and Investment Common Units held by Ezbon or Blue Horizon shall mean the excess of (A) all United States Federal, state or local taxes imposed on Ezbon or Blue Horizon in respect of such Units, whether imposed by withholding or otherwise (taking into account any reduced tax rates to which Ezbon or Blue Horizon is entitled pursuant to any tax treaty, without regard to whether Ezbon or Blue Horizon avails itself of such reduced rates), over (B) the value of all refunds, tax credits and tax deductions to which Ezbon, Blue Horizon or their respective beneficial holders are entitled in respect of any amount described in clause (A) (without regard to whether Ezbon, Blue Horizon or their respective beneficial holders claim such refunds, tax credits or tax deductions). Ezbon and Blue Horizon shall each provide to the Partnership a properly completed Form W-8(BEN), and shall provide to the Partnership all other withholding certificates and other documentation, and shall take all reasonable actions necessary to minimize the amount of United States Federal, state and local taxes imposed on Ezbon or Blue Horizon, as the case may be, in respect of its income from the Partnership. For the avoidance of doubt, the Net Tax Obligation of Ezbon or Blue Horizon shall not include any additional tax liability resulting from (w) any withholding taxes pursuant to Sections 1471 through 1474 of the Code to the extent a refund, tax credit or tax deduction is otherwise available (without regard to whether Ezbon, Blue

Horizon or their respective beneficial holders claim such refunds, tax credits or tax deductions), (x) any activities of Ezbon, Blue Horizon or their respective affiliates (including any such activities that cause Ezbon or Blue Horizon to have a permanent establishment in the United States) apart from Ezbon's or Blue Horizon's investment in the Partnership, (y) Ezbon's or Blue Horizon's failure to comply with the requirements of the previous sentence, and (z) Ezbon or Blue Horizon becoming a "United States person" within the meaning of Section 7701 of the Code and the Treasury Regulations promulgated thereunder (or electing to be taxed as such), becoming subject to tax by operation of Section 871(a)(2) of the Code and the Treasury Regulations promulgated thereunder, or otherwise becoming subject to any similar classification for purposes of United States Federal, state or local taxes. Ezbon or Blue Horizon, as applicable, shall, as soon as reasonably practicable, provide the Partnership with such information as is reasonably necessary for the Partnership to determine the Net Tax Obligation with respect to Ezbon or Blue Horizon.

(g) Profits Interests. Except as specifically determined by the General Partner upon prior consultation with the holders of a majority of the Preferred Units, Units issued after the date hereof ("Additional Units") are intended to be a "profits interest" for United States Federal income tax purposes. In furtherance of such intent, notwithstanding any provision in this Agreement to the contrary: (i) no items of income, gain, loss, deduction or credit shall be allocated to any Partner in respect of such Partner's Additional Units to the extent such items relate to any unrealized income, gain, loss, deduction or credit of the Partnership as of the issuance date of such Additional Units; (ii) distributions by the Partnership to any Partner in respect of such Partner's Additional Units shall be limited to the minimum extent necessary to be consistent with the treatment of such Additional Units as a "profits interest" for United States Federal income tax purposes (and if any distributions are not made to any Partner pursuant to the provisions of this clause (ii), then to the extent there is sufficient subsequent appreciation in value of the assets of the Partnership, distributions shall be adjusted so that,

to the maximum extent possible, each Partner receives, on a cumulative basis, the same amount of distributions such Partner would have received as if no distributions in respect of any Units had been limited by reason of any Units constituting profits interests); and (iii) the General Partner shall consult with the Partnership's legal and tax advisors to determine the manner in which allocations and distributions should be made by the Partnership in respect of Additional Units. Following the promulgation, if any, of final regulations and associated guidance by the United States Treasury Department and Internal Revenue Service regarding the tax consequences associated with the issuance or transfer of partnership interests in exchange for the performance of services, the Partnership is authorized and directed to elect (on behalf of the Partnership and each of its Partners) to have the liquidation value safe harbor contemplated by proposed Section 1.83-3(l) of the Treasury Regulations and by the revenue procedure contemplated by IRS Notice 2005-43 (or the corresponding provisions of any such final Treasury Regulations or associated guidance) apply irrevocably with respect to all Units transferred in connection with the performance of services. The Partnership and each Partner (including any Partner obtaining an interest in exchange for the performance of services and any person to whom an interest in the Partnership is transferred) shall comply with all requirements associated with any such election.

8. Distributions.

(a) Tax Distributions. During each fiscal year, the General Partner shall cause the Partnership to distribute in cash to each Partner an amount equal to the aggregate United States Federal and state tax liability and non-United States tax liability attributable to items of income, gain, loss or deduction allocated to such Partner by the Partnership with respect to such year ("Hypothetical Tax Liability"), as determined in accordance with this Paragraph 8(a). Hypothetical Tax Liability shall be determined as if each Partner were a natural person resident in the State of New York, as follows:

(i) The Hypothetical Tax Liability of a Partner shall be computed based upon the items of income, gain, loss, deduction or credit allocated to such Partner by the

Partnership with respect to the fiscal year, without taking into account any other items of income, gain, loss, deduction or credit, and without taking into account the standard deduction or any loss carryovers or exemptions; provided that, if the General Partner determines, after consulting with the Partnership's accountants, auditors or counsel, that the actual tax liability of a Partner resulting from participation in the Partnership is reasonably likely to exceed the Hypothetical Tax Liability as so computed as a result of (A) the phaseout of, or limitation on, the deductibility of expenses allocated to such Partner, whether under Section 67 or Section 68 of the Code or otherwise, (B) the application of the alternative minimum tax or similar taxes, or (C) for any other reason, then, at the election of the General Partner, appropriate adjustments shall be made in computing the Hypothetical Tax Liability of each Partner on an equivalent basis so as to insure that each Partner will receive distributions sufficient to satisfy the actual tax liability attributable to its participation in the Partnership;

(ii) Hypothetical Tax Liability generally shall be determined using the highest marginal rates of Federal and state tax applicable to individuals for such fiscal year; provided, however, that (A) the determination of such marginal tax rates shall take into account the character of income, gain, loss or deduction (including net capital gain or loss) that is allocated and (B) if all or any portion of the Hypothetical Tax Liability is attributable to the alternative minimum tax, such marginal tax rates shall be determined using the highest rates applicable under the alternative minimum tax; and

(iii) Hypothetical Tax Liability for a Partner holding more than one class of Units shall be determined separately for each such class of Units, and without regard to tax items allocated to such Partner in respect of the other classes of Units held by such Partner.

To assist the Partners in paying estimated tax, amounts may be distributed during a fiscal year with respect to such year by using estimates of Hypothetical Tax Liability based upon results of the Partnership's operations for the fiscal year to date; to the extent that such estimates result in distributions

pursuant to this Paragraph 8(a) in excess of the Hypothetical Tax Liability determined after the close of the fiscal year, such excess distributions shall be deemed made pursuant to the other provisions of this Paragraph 8, and subsequent distributions shall be adjusted accordingly. Amounts distributed within 90 days after the end of a fiscal year may, at the option of the General Partner, be deemed to have been made during such fiscal year rather than during the fiscal year in which the distribution is actually made, solely to the extent necessary to satisfy the requirements of this Paragraph 8(a) and solely for such purpose. Distributions previously made to a Partner pursuant to the provisions of this Paragraph 8 during a fiscal year (but not including any tax distribution with respect to a prior fiscal year) in respect of any class of Units shall reduce dollar-for-dollar the amount of any tax distribution to which a Partner is entitled with respect to such fiscal year pursuant to this Paragraph 8(a) in respect of allocations to such Partner corresponding to such class of Units. Tax distributions to any Partner in respect of a class of Units shall be treated as an advance against amounts otherwise distributable to such Partner (or its successors in interest) in respect of such class of Units pursuant to the other provisions of this Agreement.

(b) Tracking Unit Distributions. In connection with any "liquidity event" (including the receipt of interest, dividends, redemption or sale proceeds, royalties and other distributions, an initial public offering, or as otherwise determined in the reasonable discretion of the General Partner and the holders of a majority of the Preferred Units) with respect to a Project for which Tracking Units are then outstanding, the Partnership shall distribute, out of available assets, to the holders of such Tracking Units an amount (on a cumulative basis together with any prior distributions in respect of such Tracking Units) equal to 5% of the Partnership's direct and indirect profits (determined in accordance with GAAP) in such Project; provided that an amount equal to the sum of the Partnership's aggregate cost with respect to such Project and the balance of such profits has been or is simultaneously received by ATC from such Project; provided, further that, in accordance with the granting documents relating to Tracking Units with respect to a Project, the cumulative profits actually distributed to holders of Tracking Units with respect to a Project as of any time shall be less than the

5% profit amount referred to above if and to the extent that Tracking Units for such full 5% profit amount have not been granted and remain outstanding. Such distribution shall be made in cash, or in the discretion of the General Partner and with the prior written approval of the holders of a majority of the Preferred Units, in securities of ATC or other property identified by the General Partner. If Tracking Units are outstanding with respect to more than one Project that has undergone a liquidity event, distributions pursuant to this Paragraph 8(b) shall be apportioned among such holders of Tracking Units in proportion to the fair market values thereof.

(c) Timing of Other Distributions. The General Partner shall cause the Partnership to distribute in cash to the Partners, promptly from time to time, any amounts held by the Partnership which remain after the Partnership has made, or established reserves to make, tax distributions and Tracking Unit distributions which are required by Paragraphs 8(a) and (b), respectively, except to the extent that the General Partner reasonably determines that such amounts may be necessary for paying Partnership, Intermediary and ATC expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets) and establishing reserves therefor, in each case in accordance with budgets approved by the Board or as provided for in this Agreement in the case of the Management Fee and indemnification obligations, or as otherwise determined by the General Partner with the prior written consent of the holders of a majority of the Preferred Units. The Partnership may, at the discretion of the General Partner and with the prior written consent of the holders of a majority of the Preferred Units, distribute to the Partners at any time additional amounts in cash or in kind. To the maximum extent practicable, each Intermediary, ATC and each Subsidiary (including, without limitation, each Operating Company), shall fund its operations (including investments in Projects) from capital contributions coming directly or indirectly from the Partnership, rather than through the recycling of their own income or distributions (including distributions received from entities in which they have an ownership interest). Without limitation on the foregoing, the General Partner shall cause each Subsidiary (including, without limitation, each Operating Company) to distribute promptly to

ATC any amounts (including, without limitation, cash and publicly-traded securities) which remain after such Subsidiary has made or established appropriate reserves for paying its expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets).

(d) Apportionment of Other Distributions. Distributions pursuant to Paragraph 8(c) shall be made as follows:

(i) First, to the holders of Preferred Units, in proportion to their respective number of such Units, until the cumulative amount distributed pursuant to this Paragraph 8(d)(i) equals the sum of (A) the aggregate amount previously contributed in respect of the Preferred Units and (B) $10,006,000.

(ii) Second, among the holders of Investment Common Units, Founder Common Units and Incentive Common Units, as follows:

(A) To the holders of Incentive Common Units, in proportion to their respective number of such Units, the Incentive Percentage of the amounts proposed to be distributed pursuant to this Paragraph 8(d)(ii) at such time. The "Incentive Percentage" at any time shall mean the number of Incentive Common Units outstanding at such time divided by the sum of the number of authorized Incentive Common Units at such time and the number of authorized Investment Common Units at such time.

(B) To the holders of Investment Common Units and Founder Common Units, in proportion to their respective number of such Units, the balance of the amounts proposed to be distributed pursuant to this Paragraph 8(d)(ii) at such time.

(e) Limitations on Distributions. Anything in this Agreement to the contrary notwithstanding, (i) no distribution shall be made to any Partner if and to the extent that such distribution

would not be permitted under the ELP Law or other applicable law and (ii) with respect to any distribution in respect of an interest intended to be a "profits interest", such distribution shall be limited as provided in Paragraph 7(g). For the avoidance of doubt, no Units issued to Ezbon or Blue Horizon as of the date hereof are intended to be treated as profits interests with respect to which distributions would be limited by reason of clause (ii) of the preceding sentence or Paragraph 7(g).

9. Valuation.

(a) Valuation by General Partner. Subject to Paragraph 9(d), the General Partner shall determine in good faith the fair market value of the assets owned directly and indirectly by the Partnership (including, without limitation, the assets held by ATC), in accordance with the Partnership's valuation methodology adopted by the General Partner and approved by the holders of a majority of the Preferred Units in writing. The General Partner shall submit all such valuations to the holders of a majority of the Preferred Units in writing.

(b) Fair Market Value. In general, but subject to the requirements of Paragraph 9(a), the fair market value of any security owned directly or indirectly by the Partnership which is freely tradeable shall be determined as of the close of trading on the date as of which the value is being determined by taking the last reported sale price of such security on such date on the exchange where it is primarily traded, or, if such security is not traded on an exchange, such security shall be valued at the last reported sale price on such date on the Nasdaq Stock Market, or, if such security is not reported on the Nasdaq Stock Market, such security shall be valued at the closing bid price (or average of bid prices) last quoted on such date as reported by an established quotation service for over-the-counter securities. The determination of the fair market value of all other assets owned directly or indirectly by the Partnership shall be made in accordance with GAAP (as defined in Paragraph 16(e)). In making any such determination of the fair market value of the assets of the Partnership, no allowance of any kind shall be made for goodwill or the name of the Partnership, the Partnership's office records, files and statistical data, or any other intangible assets of the Partnership.

(c) Freely Tradeable Securities. For purposes of this Agreement a security shall be deemed to be "freely tradeable" if (i) the Partnership's entire direct and indirect ownership of such security can be immediately sold by the Partnership to the general public and (ii) such security is either listed on a securities exchange or carried on the Nasdaq Stock Market and market quotations are readily available therefor. Notwithstanding the foregoing, in the case of a distribution of securities to the Partners, a security shall be deemed to be "freely tradeable" if the entire portion of such distribution made to the Limited Partners can be immediately sold by them and the condition provided for in clause (ii) of the preceding sentence is satisfied, assuming for purposes of this sentence that no Limited Partner is an affiliate of the issuer of such security. If only a portion of the Partnership's entire holding of such security satisfies the requirements of this Paragraph 9(c), that portion of the Partnership's entire holding of such security shall be deemed to be "freely tradeable."

(d) Disputed Valuations. If the General Partner determines a valuation for assets owned directly or indirectly by the Partnership which is objected to in writing by the holders of a majority of the Preferred Units within 15 days following the submission thereof in writing to the holders of a majority of the Preferred Units by the General Partner, and if the holders of a majority of the Preferred Units do not, within 45 days following the submission by the General Partner of its initial valuation, approve any subsequent valuation submitted in writing by the General Partner, such valuation shall be determined by an independent chartered financial analyst selected by the General Partner and approved by the holders of a majority of the Preferred Units, whose determination shall be binding upon all Partners.

10. Term.

(a) Term of Partnership. The Partnership shall continue in perpetuity, unless it is sooner dissolved as provided in Paragraph 10(b) or by operation of law.

(b) Termination. The Partnership shall be wound up and dissolved (i) upon any event in respect of the General Partner specified in Section 15(5) of the ELP Law (subject to the

proviso thereto), (ii) at any time there are no limited partners of the Partnership, or (iii) upon the entry of a decree of judicial dissolution of the Partnership pursuant to the ELP Law.

11. Winding Up.

(a) General Provisions. Following termination pursuant to Paragraph 10(b), the Partnership shall be wound up in an orderly manner. The General Partner shall carry out the winding up of the affairs of the Partnership pursuant to this Agreement, provided that if the General Partner is no longer owned solely by Dr. Harrison, the holders of a majority of the Preferred Units shall appoint one or more liquidators to act as the liquidators in carrying out such winding up, subject to any contrary order of the court upon an application for a Partner or creditor pursuant to Section 15(4) of the ELP Law.

(b) Winding Up Distributions. The General Partner or the liquidators, as applicable, shall cause the Partnership to satisfy the Partnership's liabilities and obligations to creditors including Partners who are creditors (whether by payment or the making of reasonable provision for payment thereof). Any gain or loss incurred in connection with the winding up of the Partnership shall be allocated to and among the Partners in the manner provided in Paragraph 7 and the assets remaining after satisfaction of liabilities shall then be distributed among the Partners in cash or in kind in accordance with Paragraph 8. In performing their duties, the General Partner or the liquidators, as applicable, are authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the General Partner or the liquidators, as applicable, shall determine to be in the best interest of the Partners.

(c) Expenses of Winding Up. The expenses incurred by the General Partner or the liquidators, as applicable, in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement and reasonable compensation for the services of the General Partner or the liquidators, as applicable, shall be borne by the Partnership, provided that if the General Partner is carrying out the winding up, no such

compensation shall be paid while the Management Agreement remains in effect. The General Partner or the liquidators, as applicable, shall use reasonable efforts to make final distributions following winding up of the Partnership before the later of (i) the end of the Partnership's taxable year in which the date of the completion of the winding up of the Partnership occurs, or (ii) 90 days after the date of the completion of the winding up of the Partnership; provided that at such point in time ATC has sold, distributed or otherwise disposed of all of its Operating Company Securities.

(d) Standard of Care. Neither the General Partner not any liquidator, as applicable, nor any of their respective affiliates shall incur liability to the Partnership or to any Partner for any loss suffered by the Partnership or any Partner which arises out of any action or inaction on the part of such Person or any of its affiliates, provided that in any such case (i) such Person's or such affiliate's course of conduct was in good faith and reasonably believed by such Person or such affiliate to be in or not opposed to the best interests of the Partnership and (ii) such course of conduct did not constitute willful fraud, willful misconduct, Gross Negligence or an intentional and material breach of this Agreement on the part of such Person or affiliate.

(e) Return Obligation. Subject to the ELP Law, no Partner shall be obligated to restore to the Partnership the amount of any negative Capital Account.

(f) Dissolution. Upon completion of the winding up of the Partnership pursuant to this Paragraph 11, a notice of final dissolution shall be filed with the Cayman Islands Registrar of Exempted Limited Partnerships pursuant to the ELP Law and the Partnership shall dissolve thereon.

12. Transfer of Interests of Limited Partners.

(a) Conditions to Transfer. The prior written consent of the General Partner, in its sole and absolute discretion, shall be required for the assignment, pledge, mortgage, hypothecation, sale or other disposition or encumbrance (a "Transfer") by any Limited Partner of all or any part of its interest in the Partnership; provided, however, that such consent shall not be required for a transfer by Ezbon or Blue Horizon (or any subsequent transfer by a direct or indirect transferee of Ezbon or Blue

Horizon) of all or any part of its Limited Partner interest. The General Partner may require that any proposed Transfer be effective only as of the beginning or end of a fiscal quarter. Additionally, any Transfer shall be made only upon receipt by the Partnership of a written opinion of counsel for the Partnership or of other counsel reasonably satisfactory to the Partnership (which opinion shall be obtained at the expense of the transferor) that such Transfer will not result in (A) the Partnership, the General Partner or the Management Company being required to register as an investment company under the U.S. Investment Company Act of 1940, as amended, (B) a violation by the Partnership of the ELP Law, (C) the Partnership being deemed terminated pursuant to Section 708 of the Code, or (D) the Partnership becoming subject to U.S. Federal income taxation at the entity level within the meaning of Section 7704 of the Code or otherwise being treated as a corporation for U.S. Federal income tax purposes; provided, however, that the condition of obtaining a written opinion of counsel may be waived (completely or as to particular matters) by the General Partner in its sole discretion with the prior written consent of the holders of a majority of the Preferred Units. Furthermore, any Transfer otherwise permitted hereunder shall, except in the case of a Transfer by Ezbon or Blue Horizon (or any direct or indirect transferee of Ezbon or Blue Horizon), be made only upon a determination by the General Partner that such Transfer will not result in a material adverse effect (including the cost of compliance) on the Partnership or any Partner as a result of the Partnership's obligations to make tax basis adjustments under Sections 734 or 743 of the Code; provided, however, that the General Partner may, in its sole discretion, waive the requirement to make such a determination. Each Limited Partner shall provide the General Partner with any information necessary to allow the Partnership to comply with its obligations to make tax basis adjustments under Section 734 or 743 of the Code. Except in accordance with the provisions of this Paragraph 12, each Limited Partner agrees with all other Partners that it will not make any Transfer of all or any part of its interest in the Partnership. To the fullest extent permitted by law, any attempted Transfer of a Limited Partner's interest without compliance with this Agreement shall be void. Every Transfer shall be

subject to all of the terms, conditions, restrictions and obligations of this Agreement.

(b) Substituted Limited Partners. Without the consent of the General Partner (other than in the case of a Transfer by Ezbon or Blue Horizon (or any direct or indirect transferee of Ezbon or Blue Horizon)), the aforesaid written opinion of counsel (unless waived by the General Partner with the prior written consent of the holders of a majority of the Preferred Units) and the aforesaid determination by the General Partner (other than in the case of a Transfer by Ezbon or Blue Horizon (or any direct or indirect transferee of Ezbon or Blue Horizon) or unless waived by the General Partner), no transferee of a Partnership interest shall be admitted as a substituted Limited Partner. Any transferee of a Partnership interest transferred in accordance with the provisions of this Paragraph 12 shall be admitted as a substituted Limited Partner (to the extent of the interest transferred) upon the date specified therefor in a document providing for such admission, which document shall be executed by the General Partner (including, without limitation, in its capacity as attorney-in-fact for and on behalf of existing Limited Partners), the transferor of the Partnership interest transferred in accordance with the provisions of this Paragraph 12 and the transferee of such interest (and shall include the transferee's written agreement to be bound by this Agreement), and which admission shall not require the consent of any other Partner. Any transferee of a Partnership interest shall execute such other documents as the General Partner may request to effectuate such Transfer and shall, by its admission as a substituted Limited Partner, be subject to all of the terms of this Agreement and be deemed to have executed a power-of-attorney as provided in Paragraph 18(b). Each Partner, by its execution of this Agreement, agrees and consents to the admission of any substituted Limited Partner pursuant to the terms of this Paragraph 12.

(c) Disclosure of Information. No Limited Partner (other than Ezbon, Blue Horizon or a direct or indirect transferee of either Ezbon or Blue Horizon) shall disclose any Partnership Information (as defined in Paragraph 16(d)) to any prospective transferee (or otherwise violate the provisions of Paragraph 16(d)) in connection with a Transfer or proposed Transfer without the written

consent of the General Partner. The Limited Partners acknowledge that as a condition to granting such a consent, the General Partner may require that any prospective transferee execute a confidentiality agreement with the Partnership which is satisfactory to the General Partner.

(d) Transfer Expenses. The Limited Partner requesting a Transfer shall, at the request of the General Partner, reimburse the Partnership for any expenses reasonably incurred by the Partnership, the General Partner or any of their affiliates in connection with such Transfer or proposed Transfer, including any legal, accounting and other expenses related thereto ("Transfer Expenses"), whether or not such Transfer is consummated. At its election, and in any event if the requesting Limited Partner has not reimbursed the Partnership for any Transfer Expenses incurred by the Partnership in preparing for or consummating a proposed or completed Transfer within 30 days after the General Partner has given to such Limited Partner written demand for payment, the Partnership shall be entitled to reimbursement from the transferee of such interest. If neither such requesting Limited Partner nor the transferee reimburses the Partnership for such Transfer Expenses within a reasonable time, the General Partner may charge the transferee's or the transferor's Capital Account in an amount equal to the Transfer Expenses. For avoidance of doubt, such Transfer Expenses shall include, without limitation, the additional accounting, tax preparation and other administrative expenses reasonably incurred (or to be incurred) by the Partnership in the case of a Transfer that results in tax basis adjustments to be made by the Partnership under Section 743 of the Code or related provisions. Each Limited Partner also agrees to reimburse the Partnership, at the request of the General Partner, for any cost or other expense reasonably incurred by the Partnership, the General Partner or any of their respective affiliates (and if such expenses are not so reimbursed, the General Partner may charge such Limited Partner's Capital Account for such expenses) in connection with any tax basis adjustments that the Partnership is required to make under Section 743 of the Code or related provisions as a result of the transfer of interests of such Limited Partner by its beneficial owners. In the case of a Transfer (or the transfer of interests of a Limited Partner by its beneficial owners) that is

expected to result in future expenses of the type described in the two preceding sentences, the General Partner may estimate the amount of such expenses in good faith, and such estimate shall be final.

(e) No Entity Level Taxation. The General Partner (i) shall not cause or permit any offering of Partnership interests to be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), (ii) shall not cause or permit interests in the Partnership to become "traded on an established securities market," and (iii) shall withhold its consent to, and shall not "recognize", any Transfer of a "partnership interest" (or portion thereof) in the Partnership (Y) that, to the General Partner's knowledge after reasonable inquiry, would otherwise be accomplished by a trade on a "secondary market or the substantial equivalent thereof," in each case within the meaning of Section 469(k) or 7704 of the Code and any regulations promulgated thereunder that are in effect at the time of the proposed Transfer, or (Z) if and to the extent that such Transfer, if made, would cause the Partnership to fail to satisfy a "safe harbor" which it satisfied immediately prior to such Transfer, unless the General Partner determines that such Transfer would not otherwise cause the Partnership to be subject to U.S. Federal income tax at the entity level within the meaning of Section 7704 of the Code; for the purpose of the preceding clause, a "safe harbor" shall mean (1) the safe harbor for "transfers not involving trading" pursuant to Treasury Regulation §1.7704-1(e); (2) the safe harbor for "private placements" set forth in Treasury Regulation §1.7704-1(h); or (3) the "lack of actual trading" safe harbor set forth in Treasury Regulation §1.7704-1(j). The foregoing provisions of this Paragraph 12(e) shall not apply to the extent that the General Partner has determined with the consent of the holders of a majority of the Preferred Units that the Partnership shall be taxed as a corporation for U.S. Federal tax purposes.

(f) Representations and Warranties. The transferor and transferee shall provide the General Partner, in connection with any proposed Transfer, (x) with such written representations and warranties as it reasonably may request, including such representations and warranties as the General Partner may determine necessary in order to ensure that the Partnership will not be subject to U.S.

Federal income tax at the entity level within the meaning of Section 7704 of the Code and (y) with such other information as the General Partner reasonably may request, including tax basis information and the amount of gain or loss to be recognized upon such Transfer.

(g) Tag-Along Rights.

(i) If at any time Ezbon or Blue Horizon desires to sell, pursuant to a bona fide offer, all or any part of its Preferred Units to any Person other than an affiliate (a "Buyer"), Dr. Harrison (taken together with his heirs and legal representatives) shall have the right to sell to the Buyer, as a condition to such sale by Ezbon or Blue Horizon, at the same prices per Preferred Unit and, except as otherwise provided herein, on the same terms and conditions as involved in such sale by Ezbon or Blue Horizon, the same percentage of the Preferred Units owned by Dr. Harrison (taken together with his heirs and legal representatives) as the Preferred Units to be sold by Ezbon or Blue Horizon represent with respect to the Preferred Units owned by Ezbon or Blue Horizon (as applicable) immediately prior to the sale by Ezbon or Blue Horizon to the Buyer. If Dr. Harrison (or his heirs or legal representatives) wishes to participate in any sale under this Paragraph 12(g)(i), he (or they) shall notify Ezbon or Blue Horizon (as applicable) in writing of such intention within 20 days after his receipt of a written offer from Ezbon or Blue Horizon giving him (or them) the opportunity to sell such Preferred Units to the Buyer, which written offer shall be made by Ezbon or Blue Horizon promptly after it decides to sell any or all of its Preferred Units to the Buyer. Ezbon or Blue Horizon and Dr. Harrison (and his heirs and legal representatives, as applicable) shall then sell to the Buyer all, or, at the option of the Buyer, any part of the Preferred Units proposed to be sold by them at not less than the price and upon other such terms and conditions, if any, not more favorable to the Buyer than those in the written offer provided by Ezbon or Blue Horizon to Dr. Harrison (and his heirs and legal representatives); provided, however, that any purchase of less than all of such Preferred Units by the Buyer shall be made from Ezbon or Blue Horizon and Dr. Harrison (and his heirs and legal representatives)

pro rata based upon the relative number of Preferred Units that Ezbon or Blue Horizon and Dr. Harrison (and his heirs and legal representatives) are otherwise entitled to sell pursuant to this Paragraph 12(g)(i). Any sale by Dr. Harrison (and his heirs and legal representatives) pursuant to this Paragraph 12(g)(i) shall be subject to the provisions of the fifth sentence of Paragraph 12(h). The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with any such tag-along sale other than as the General Partner deems necessary to ensure that the Buyer is bound in with all Partners to the terms of this Agreement as amended or novated thereby. For the avoidance of doubt, the tag-along rights established by this Paragraph 12(g)(i) shall survive any transfer by Ezbon or Blue Horizon of Preferred Units to an affiliate.

(ii) If at any time Ezbon or Blue Horizon desires to sell, pursuant to a bona fide offer, all or any part of its Investment Common Units to a Buyer, each other Limited Partner (including, for the avoidance of doubt, Dr. Harrison and his heirs and legal representatives) shall have the right to sell to the Buyer, as a condition to such sale by Ezbon or Blue Horizon, at the same price per Investment Common Unit and, except as otherwise provided herein, on the same terms and conditions as involved in such sale by Ezbon or Blue Horizon, the same percentage of the aggregate number of Investment Common Units, Founder Common Units and Incentive Common Units owned by such Limited Partner as the Investment Common Units to be sold by Ezbon or Blue Horizon represent with respect to the aggregate number of Investment Common Units, Founder Common Units and Incentive Common Units owned by all Limited Partners (including, for the avoidance of doubt, Ezbon or Blue Horizon) immediately prior to the sale by Ezbon or Blue Horizon to the Buyer. If any such other Limited Partner wishes to participate in any sale under this Paragraph 12(g)(ii), he shall notify Ezbon or Blue Horizon (as applicable) in writing of such intention within 20 days after his receipt of a written offer from Ezbon or Blue Horizon giving him the opportunity to sell such Investment Common Units, Founder Common Units and/or Incentive Common Units to the Buyer, which written offer shall be made by Ezbon

or Blue Horizon promptly after it decides to sell any or all of its Investment Common Units to the Buyer. Ezbon or Blue Horizon and each such other Limited Partner shall then sell to the Buyer all, or, at the option of the Buyer, any part of the Investment Common Units, Founder Common Units and/or Incentive Common Units proposed to be sold by them at not less than the price and upon other such terms and conditions, if any, not more favorable to the Buyer than those in the written offer provided by Ezbon or Blue Horizon to the other Limited Partners; provided, however, that any purchase of less than all of such Investment Common Units, Founder Common Units and/or Incentive Common Units by the Buyer shall be made from Ezbon or Blue Horizon and the other Limited Partners pro rata based upon the relative number of Investment Common Units, Founder Common Units and/or Incentive Common Units that Ezbon or Blue Horizon and each other Limited Partner are otherwise entitled to sell pursuant to this Paragraph 12(g)(ii). Any sale by each other Limited Partner pursuant to this Paragraph 12(g)(ii) shall be subject to the provisions of the fifth sentence of Paragraph 12(h). The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with any such tag-along sale other than as the General Partner deems necessary to ensure that the Buyer is bound in with all Partners to the terms of this Agreement as amended or novated thereby. For the avoidance of doubt, the tag-along rights established by this Paragraph 12(g)(ii) shall survive any transfer by Ezbon or Blue Horizon of Investment Common Units to an affiliate.

(h) Drag-Along Rights. Each Partner other than Ezbon and Blue Horizon (collectively, the "Holders") covenants and agrees that it shall, at the written request of Ezbon and Blue Horizon, consent to an Ezbon/Blue Horizon Sale (as defined below) and sell all of its Units pursuant to such Ezbon/Blue Horizon Sale and in accordance with this Paragraph 12(h). For purposes of this Paragraph 12(h), an "Ezbon/Blue Horizon Sale" shall mean the bona fide sale by Ezbon and Blue Horizon to an unaffiliated Person, for cash, of all of their Preferred Units and Investment Common Units (i) at an aggregate price equal to three times the price paid by Ezbon and Blue Horizon

for such Units, (ii) in a transaction which places an enterprise value on the Partnership of at least $3 billion or (iii) with the prior written consent of Dr. Harrison (or his heirs or legal representatives). Dr. Harrison (and his heirs or legal representatives, as applicable) shall sell all of his (or their) Preferred Units and Investment Common Units for the same consideration per Unit and, except as otherwise provided herein, on the same terms and conditions as Ezbon and Blue Horizon in the Ezbon/Blue Horizon Sale. Each Holder (including, without limitation, Dr. Harrison (and his heirs or legal representatives, as applicable)) shall sell, in connection with the Ezbon/Blue Horizon Sale, all other Units held by such Holder, at the then fair market value therefor established by the pricing for the Preferred Units and Investment Common Units in the Ezbon/Blue Horizon Sale, i.e., the then inherent value of the "profits interests" represented by the Founder Common Units and the Incentive Common Units after the then fair market values of the Tracking Units (if any) have been determined in the reasonable discretion of the General Partner. Notwithstanding anything herein to the contrary, in connection with an Ezbon/Blue Horizon Sale, any indemnification a Holder shall be required to provide will be made on a several, and not joint and several, basis, and pro rata to its share of the sale proceeds, no Holder shall be required to agree to any non-solicitation, non-competition or similar restrictive covenant or agreement, and no Holder's obligations for indemnification and similar obligations shall exceed the aggregate of the cash proceeds actually received by, and any amount deposited into escrow on behalf of, such Holder in connection with such Ezbon/Blue Horizon Sale. The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with an Ezbon/Blue Horizon Sale other than as the General Partner deems necessary to ensure that the purchaser of the Units in respect of any such Ezbon/Blue Horizon Sale is bound with all Partners to the terms of this Agreement as amended or novated thereby. For the avoidance of doubt, the drag-along rights established by this Paragraph 12(h) shall survive any transfer by Ezbon or Blue Horizon of its Units to an affiliate.

(i) Further Restriction on Sales by Dr. Harrison. Dr. Harrison (and his heirs and

legal representatives) shall not sell any of his (or their) Units until the earlier of July 1, 2021 or such time as the audited value of the Partnership (including the value of prior dividends and other distributions) is at least $7.5 billion, without the prior written consent of the holders of a majority of the Preferred Units, except as otherwise expressly provided for in this Agreement and subject to the right of first negotiation provided in Paragraph 12(j) and the obligation of good faith negotiation provided in Paragraph 18(n). In the event of any sale by Dr. Harrison (or his heirs or legal representatives) of his (or their) Units pursuant to this Paragraph 12(i), the net after-tax sales proceeds to Dr. Harrison (and his heirs or legal representatives, as applicable) shall first be applied against any loans outstanding pursuant to Part A of Schedule D hereto.

(j) Right of First Offer. If at any time Dr. Harrison (or his heirs or legal representatives) desires to sell all or any part of his (or their) Units to any Person (other than pursuant to Paragraphs 4(d), 12(g) or 12(h)), and is not prohibited from doing so under Paragraph 12(i), he (or they) shall submit a written offer (the "Offer") to sell such Units (the "Offered Units") to Ezbon and Blue Horizon on terms and conditions, including price, not less favorable to Ezbon and Blue Horizon than those on which Dr. Harrison (or his heirs or legal representatives) proposes to sell such Units to a third party. Each of Ezbon and Blue Horizon shall have the right to purchase its pro rata share of the Offered Units (based on their relative ownership of the type of Units to be sold), together with a right of oversubscription if either fails to exercise the Offer in full. If Ezbon or Blue Horizon desires to purchase all or any part of the Offered Units, it shall communicate in writing its election to purchase to Dr. Harrison (or his heirs or legal representatives) within 30 days of the date the Offer was made. Sales of the Offered Units shall be made at the principal office of the Partnership on the 45th day following the date the Offer was made (or if such 45th day is not a business day, then on the next succeeding business day.) If Ezbon and Blue Horizon do not purchase all of the Offered Units, the Offered Units not so purchased may be sold by Dr. Harrison (or his heirs or legal representatives) at any time within 120 days after the date the Offer was made, at not less than the price and upon other

terms and conditions, if any, not more favorable to the buyer than those specified in the Offer. In the event of any sale by Dr. Harrison (or his heirs or legal representatives) of his (or their) Units pursuant to this Paragraph 12(j), the net after-tax sales proceeds to Dr. Harrison (or his heirs or legal representatives) shall first be applied against any loans outstanding pursuant to Part A of Schedule D hereto. The provisions of Paragraphs 12(a), (c) and (d) shall not apply in connection with any such sale of Offered Units to either Ezbon and/or Blue Horizon.

13. Transfer of Interest of General Partner. The General Partner shall not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of or encumber all or any part of its general partner interest in the Partnership, except in connection with an Ezbon/Blue Horizon Sale. To the fullest extent permitted by law, any attempted transfer of the General Partner's interest, except in connection with an Ezbon/Blue Horizon Sale, shall be void.

14. Withdrawal. Other than in respect of the withdrawal of Finkelman as contemplated by this Agreement, no Partner shall have the right to withdraw from the Partnership.

15. Indemnification.

(a) Indemnified Parties. To the fullest extent permitted by law, the General Partner, the Management Company, ATPharma, the Tax Matters Partner (as defined in Paragraph 18(i)), each member of the Board, each liquidator for the Partnership, and each member, partner, managing director, director, officer, employee, agent or controlling person of the General Partner, the Management Company, ATPharma or the liquidator (herein referred to collectively as "Indemnified Parties" and singly as an "Indemnified Party") shall be indemnified by the Partnership (to the extent such party has not been indemnified by any other organization) against any loss, judgment, liability, expense and/or amount paid in settlement of any claim incurred by or imposed upon him in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which he may be made a party or otherwise involved or with which he shall be threatened, by reason of his being the General Partner, the Management Company, ATPharma, the Tax

Matters Partner, a member of the Board, a liquidator for the Partnership, or a member, partner, managing director, director, officer, employee, agent or controlling person of the General Partner, the Management Company, ATPharma, a liquidator or any organization in which the Partnership directly or indirectly owns or owned an interest or of which the Partnership is or was a creditor, which organization he serves or has served as a managing director, director, officer, employee or agent directly or indirectly at the request of the Partnership (in any case, whether or not he continues to be the General Partner, the Management Company, ATPharma, the Tax Matters Partner, a member of the Board, a liquidator for the Partnership, or member, partner, managing director, director, officer, employee, agent or controlling person of the General Partner, the Management Company, ATPharma, a liquidator or of such organization at the time such action, suit or proceeding is brought or threatened, provided that with respect to any former Operating Company of which the Partnership no longer directly or indirectly owns any Operating Company Securities, such Indemnified Party shall only be entitled to indemnification and advancement of expenses pursuant to this Paragraph 15 for causes of action that arose from facts and circumstances in existence on or prior to the first annual anniversary of the date that the Partnership directly or indirectly disposed of the last of its Operating Company Securities of such Operating Company, regardless of when such action, suit or proceeding was brought or threatened), provided that the Indemnified Party acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Partnership, except to the extent any such loss, judgment, liability, expense and/or amount paid in settlement of any claim was the result of willful fraud, willful misconduct, Gross Negligence or intentional and material breach of this Agreement on the part of the Indemnified Party or a dispute between or among the General Partner and one or more of its owners, the Management Company and one or more of its employees, ATPharma and one or more of its employees, two or more owners of the General Partner, two or more employees of the Management Company or two or more employees of ATPharma, and further provided that in the case of an owner of the General Partner or a member, partner, managing director, director, officer,

employee, agent or controlling person of the Management Company, ATPharma, a liquidator for the Partnership or such other organization, the action, suit or proceeding related directly or indirectly to the affairs of the Partnership. The General Partner is authorized to enter into such separate agreements or deed poll on behalf of the Partnership with or benefiting the Indemnified Parties on terms consistent with this Paragraph 15(a) as the General Partner in its reasonable discretion considers necessary or desirable to give full and complete effect to the indemnity provisions set forth herein. Notwithstanding anything to the contrary set forth in this Paragraph 15, holders of Tracking Units may only be indemnified by the Operating Company and/or Project with respect to which their Tracking Units relate, and not by the Partnership, ATP or any Subsidiary (including, without limitation, any Operating Company) or other Project.

(b) Indemnification Not Exclusive. The foregoing rights of indemnification shall be in addition to any rights to which an Indemnified Party may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person.

(c) Expenses. The Partnership may pay the expenses incurred by an Indemnified Party in defending any action, suit or proceeding in advance of the final disposition thereof, upon receipt of a written undertaking by such Indemnified Party to repay such payment if he shall be determined not to be entitled to indemnification therefor as provided herein; provided that no such advance payment by the Partnership to an Indemnified Party shall be made with respect to expenses incurred as a result of any action, suit or proceeding initiated against such Indemnified Party by the holders of a majority of the Preferred Units.

(d) Ordering of Indemnification Obligations. Solely for purposes of clarification, and without expanding the scope of indemnification pursuant to this Paragraph 15, the Partners intend that, to the maximum extent permitted by law, as between (i) Operating Companies, (ii) the Partnership and (iii) the General Partner, the Management Company, ATPharma or a liquidator for the

Partnership, this Paragraph 15 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments, with any applicable Operating Company having primary liability, the Partnership having only secondary liability, and (if applicable) the General Partner, the Management Company, ATPharma or a liquidator for the Partnership having only tertiary liability. The possibility that an Indemnified Party may receive indemnification payments from an Operating Company shall not restrict the Partnership from making payments under this Paragraph 15 to an Indemnified Party that is otherwise eligible for such payments, but such payments by the Partnership are not intended to relieve any Operating Company from any liability that it would otherwise have to make indemnification payments to such Indemnified Party and, if an Indemnified Party that has received indemnification payments from the Partnership actually receives duplicative indemnification payments from an Operating Company for the same claim, such Indemnified Party shall repay the Partnership to the extent of such duplicative payments. If, notwithstanding the intention of this Paragraph 15, an Operating Company's obligation to make indemnification payments to an Indemnified Party is relieved or reduced under applicable law as a result of payments made by the Partnership pursuant to this Paragraph 15, the Partnership shall have, to the maximum extent permitted by law, a right of subrogation against (or contribution from) such Operating Company for amounts paid by the Partnership to an Indemnified Party that relieved or reduced the obligation of such Operating Company to such Indemnified Party. Indemnification payments (if any) made to an Indemnified Party by the General Partner, the Management Company, ATPharma or a liquidator for the Partnership in respect of any claim for which (and to the extent) such Indemnified Party is otherwise eligible for payments from the Partnership under this Paragraph 15 shall not relieve the Partnership from its obligation to such Indemnified Party and/or the General Partner, the Management Company, ATPharma or a liquidator for the Partnership, as applicable, for such payments. As used in this Paragraph 15, "indemnification" payments made or to be made by an Operating Company shall be deemed to include (i) payments made or to be made by any successor to the indemnification

obligations of such Operating Company and (ii) equivalent payments made or to be made by or on behalf of such Operating Company (or such successor) pursuant to an insurance policy or similar arrangement.

(e) Partner Clawback. If (i) the Partnership incurs a liability or obligation under this Paragraph 15 and (ii) the Partnership does not have sufficient available cash on hand to satisfy such liability or obligation, then the General Partner, in its sole discretion, may require that each Partner make additional payments to the Partnership, upon no less than ten days' prior written notice from the General Partner, of its pro rata share (according to the amount by which such liability or obligation would have reduced the aggregate distributions received by each Partner (and its predecessors in interest) as of the time of such notice in respect of each class of Units then held by each Partner), after giving effect to any distributions returned by the Partners pursuant to this Paragraph 15(e) and any distribution of such returned amounts to the Partners, had such liability or obligation been incurred and paid by the Partnership prior to the time any distributions were made) of an amount up to the amount necessary to satisfy such liability or obligation; provided that (A) no Partner shall be required to contribute an aggregate amount pursuant to this Paragraph 15(e) that exceeds 20% of its aggregate capital contributions to the Partnership and (B) no Partner shall be required to contribute an amount that exceeds the aggregate amount of distributions made to such Partner (and such Partner's predecessors in interest) in respect of the applicable class of Units during the 24-month period preceding the date of such notice, except to fund any such liability or obligation (1) that the General Partner, the Partnership or an Indemnified Party was in the process of litigating, arbitrating or otherwise settling prior to the start of such 24-month period and (2) with respect to which the General Partner, the Partnership or an Indemnified Party delivered to the Partners written notice of such litigation, arbitration or settlement process prior to the start of such 24-month period. A Partner's obligation to make contributions to the Partnership under this Paragraph 15(e) shall survive the winding up and dissolution of the Partnership (and, to the fullest extent permitted by law, the General

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Partner may require any payments made after the Partnership's dissolution to be made to the General Partner or directly to an Indemnified Party). The return obligations of the Partners pursuant to this Paragraph 15(e) shall be in addition to their capital contribution obligations with respect to their Contingent Subscriptions (if any). Amounts returned by a Partner pursuant to this Paragraph 15(e) in respect of a class of Units shall be treated as a reduction in the amount of distributions received by such Partner in respect of such class of Units, and amounts returned by such Partner pursuant to this Paragraph 15(e) shall not reduce such Partner's unfunded Contingent Subscription; provided that failure to make a required payment pursuant to this Paragraph 15(e) by any Partner may, in the General Partner's sole discretion, be treated for purposes of Paragraph 5(c) and the provisions and remedies therein as a failure by such Partner to make a required capital contribution with respect to its Contingent Subscription (if any). Amounts to be returned pursuant to this Paragraph 15(e) shall be payable in cash. For purposes of determining any applicable limit on a Partner's return obligation pursuant to this Paragraph 15(e), amounts distributed to a Partner in kind shall be valued at their fair market value on the date of distribution. The provisions of this Paragraph 15(e) shall not be construed or interpreted as inuring to the benefit of any creditor of (i) the Partnership (other than Indemnified Parties with respect to which the General Partner has elected to invoke the provisions of this paragraph), (ii) a Limited Partner, (iii) the General Partner or (iv) any Indemnified Party.

16. Fiscal Year; Records and Reports; Confidentiality; Organizational Expenses.

(a) Fiscal Year. Except as may be required by the Code, the fiscal year and the taxable year of the Partnership shall each be the calendar year.

(b) Partnership Records. At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership in accordance with the ELP Law. Such books of account, together with an executed copy of this Agreement and the Registration Statement (and any amendments thereto) and a list containing the names, addresses and Subscriptions of the Partners (the "List of Partners"), shall at all

times be maintained at a principal office of the Partnership, and shall be open to inspection by the Partners or their duly authorized representatives for purposes related to the inspecting Limited Partner's interest in the Partnership. Copies of all information and records referenced in the preceding sentence shall be provided to each holder of at least 25,000 Preferred Units promptly following its written request therefor. A copy of the List of Partners shall also be provided to each holder of at least 25,000 Preferred Units promptly after any change thereto.

(c) Audit. At any time while the Partnership continues and until its affairs have been wound up (but only during reasonable business hours), each Partner may fully examine and audit the Partnership books, records, accounts and assets, including bank balances, may make copies of such books and records (provided such Partner agrees to reimburse the Partnership or the Management Company, as applicable, for the reasonable costs incurred in making such copies), and may make, or cause to be made, any examination or audit at such Partner's expense. Notwithstanding the preceding sentence, the cost of any such audit, examination or copies made by or on behalf of the holders of a majority of the Preferred Units shall, in each case, be borne by the Partnership. Any such examination or audit may be undertaken by (i) such Limited Partner, or (ii) a designee of a Limited Partner (provided that the designee agrees in writing to the confidentiality provisions of Paragraph 16(d) or is otherwise subject (by the nature of its position, pursuant to written agreement, or otherwise) to substantially equivalent restrictions with respect to use and disclosure of Partnership Information as are set forth in Paragraph 16(d)). The Partnership shall ensure that the provisions of this Paragraph 16(c) apply with equal respect to the books and records of ATP and any Subsidiary (including, without limitation, any Operating Company).

(d) Confidentiality.

(i) A Limited Partner's rights to access or to receive any information about the Partnership, an Intermediary, ATC, the Operating Companies and their respective affairs, including, without limitation, (1) information to which a Limited Partner is provided access

pursuant to Paragraph 16(b) or (c), (2) financial statements, reports and other information provided pursuant to Paragraphs 16(e) and (f), and (3) this Agreement, any amendments hereto or any documents pursuant to which such Limited Partner acquired its interest in the Partnership and any other related agreements or materials (the "Partnership Information"), are conditioned on such Limited Partner's willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership Information will not become publicly available as a result of such Limited Partner's rights to access or to receive such Partnership Information, and each Limited Partner agrees not to use Partnership Information other than for purposes of evaluating, monitoring or protecting its investment in the Partnership. For purposes of this Paragraph 16(d), Partnership Information (including information relating to an Operating Company or another Partner (or its respective partners, stockholders or members)) provided by one Partner to another shall be deemed to have been provided on behalf of the Partnership.

(ii) Each Limited Partner acknowledges the General Partner's belief that the Partnership Information includes trade secrets of the Partnership and the Operating Companies and that the release of any such Partnership Information would cause competitive harm to the Partnership, the General Partner, the Management Company, and/or the Operating Companies.

(iii) The Limited Partners acknowledge that the General Partner and the Management Company and their respective partners, members, managing directors, officers, and employees are expected to acquire confidential third-party information that, pursuant to fiduciary, contractual, legal or similar obligations, may not be disclosed to the Partnership or the Limited Partners without violating such obligations, and agree that none of such Persons shall be in breach of any duty under this Agreement or the ELP Law as a result of acquiring, holding or failing to disclose such information to the Partnership or the Limited Partners.

(iv) Each Limited Partner agrees to maintain any Partnership Information provided to it in the strictest confidence and not to disclose the Partnership Information to any Person including, without limitation, a prospective transferee of such Partner's interest in the Partnership, without the prior written consent of the General Partner. Notwithstanding the foregoing, the General Partner hereby consents to the disclosure by each Limited Partner of Partnership Information to such Limited Partner's accountants, attorneys, board members and similar advisors bound by a duty of confidentiality.

(v) With respect to any Limited Partner, the obligation to maintain any Partnership Information in confidence shall not apply to any Partnership Information: (A) that is required to be disclosed pursuant to applicable law or a securities exchange rule (but in each case only to the extent of such requirement and, to the fullest extent permitted by law, only if prompt notice is given to the Partnership so that the General Partner may seek an appropriate remedy with the reasonable cooperation of such Limited Partner; (B) that is required to be disclosed in order to protect such Limited Partner's interest in the Partnership (but only to the extent of such requirement and only after consultation with the General Partner); (C) that is publicly known or available in the absence of any improper or unlawful action on the part of such Limited Partner; (D) that is known or available to such Limited Partner other than through or on behalf of the Partnership, the General Partner or the Management Company; or (E) the disclosure of which has been consented to by the General Partner in writing.

(vi) Each Limited Partner shall promptly inform the General Partner if it becomes aware of any reason, whether under law, regulation, policy, securities exchange rule or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Partnership Information other than as contemplated by Paragraph 16(d)(i) or disclose Partnership Information in violation of the confidentiality restrictions in Paragraph 16(d)(iv) (disregarding Paragraph 16(d)(v)(A)).

(vii) Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, with the exception of the financial statements and reports to be provided to certain holders of Preferred Units and Dr. Harrison (or his heirs or legal representatives) pursuant to Paragraphs 16(e) and (f), the General Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement or the ELP Law if: (A) the Partnership, the General Partner, an Intermediary, ATC, the Management Company or ATPharma is required by law or by agreement with a third party to keep such Partnership Information confidential; (B) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership or the conduct of the affairs of the Partnership or the Operating Companies (which may include a determination by the General Partner that such Limited Partner (or any of its equity holders) is disclosing or may disclose such Partnership Information (or may be compelled to disclose such Partnership Information) or has not indicated a willingness to protect Partnership Information from being disclosed (or compelled to be disclosed) and that the potential of such disclosure by such Limited Partner (or any of its equity holders) is not in the best interest of the Partnership or could damage the Partnership, the Operating Companies or the conduct of the affairs of the Partnership or the Operating Companies) or (C) such Limited Partner has notified the General Partner of its election not to have access to, or to receive, such Partnership Information.

(viii) In addition to any other remedies available at law, the Partners agree that, to the fullest extent permitted by law, the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any

failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in Paragraph 16(d)(i) and (iv).

(ix) Each Limited Partner agrees to cooperate with such procedures and restrictions as may be developed by the General Partner from time to time in connection with the disclosure of non-public Partnership Information, as determined by the General Partner to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the Partnership, the Limited Partners, the General Partner, an Intermediary, ATC and the Management Company, including securities laws and regulations.

(x) Each Limited Partner acknowledges and agrees that the General Partner may consider the different circumstances of Limited Partners with respect to the restrictions and obligations imposed on Limited Partners in this Paragraph 16(d) and the provision of information under this Agreement, and the General Partner in its reasonable discretion may agree to waive or modify any of such restrictions and/or obligations with respect to a Limited Partner with the consent of such Limited Partner. Each Limited Partner further acknowledges and agrees that any such agreement by the General Partner with a Limited Partner to waive or modify any of the restrictions and/or obligations imposed by this Paragraph 16(d) (or to withhold Partnership Information) shall not constitute a breach of any duty stated or implied in law or in equity to any Limited Partner, regardless of whether different agreements are reached with different Limited Partners.

(xi) Notwithstanding any other provision of this Agreement to the contrary, to comply with Treasury Regulation §1.6011-4(b)(3), each Limited Partner (and any employee, representative or other agent of such Limited Partner) may disclose to any and all Persons, without limitation of any kind, the U. S. Federal tax treatment and tax structure of the Partnership or any transactions contemplated by the Partnership, it being understood and agreed that, for this purpose (A) the name of, or any other identifying information regarding, (1) any existing or

future Partner (or any affiliate thereof), or (2) any investment or transaction entered into by the Partnership, (B) any performance information relating to the Partnership or its investments or to Operating Companies, and (C) any performance or other information relating to other investments sponsored by the General Partner, ATC or the Management Company do not constitute such tax treatment or tax structure information.

(xii) To the fullest extent permitted by law, the provisions of this Paragraph 16(d) shall survive the withdrawal of any Partner or the transfer or assignment of any Partner's interest in the Partnership and shall be enforceable against such Partner after such withdrawal, transfer or assignment.

(xiii) Notwithstanding anything to the contrary set forth in this Agreement, this Paragraph 16(d) shall not be applied to authorize any information to be withheld from, or any access to any information to be limited in respect of, Ezbon, Blue Horizon or their respective direct or indirect transferees or assignees.

(e) Annual Financial Statements. The General Partner shall transmit to each holder of at least 25,000 Preferred Units and Dr. Harrison (or his heirs or legal representatives) within 90 days after the close of each fiscal year the financial statements of the Partnership for such fiscal year. Such financial statements shall include statements of assets and liabilities, net assets represented by Partners' capital, operations, changes in net assets, cash flows and changes in such Partner's capital, shall be prepared and presented in accordance with generally accepted accounting principles in the U.S. ("GAAP"), except for such deviations as are required to implement the terms of this Agreement, and shall be audited by a firm of independent public accountants or auditors of national or international standing which has been approved by the holders of a majority of the Preferred Units. Notwithstanding anything in this Agreement to the contrary, the Partnership shall not be required to consolidate (or otherwise combine, including, without limitation, via the equity method of accounting) its financial results with those of Operating Companies whether or not U.S. generally accepted

accounting principles would require such consolidation (or other form of combination). The General Partner shall also use its best efforts to transmit to each Partner within 90 days after the close of each fiscal year a report indicating such Partner's share of all items of income, gain, loss or deduction of the Partnership for such year for U.S. Federal income tax purposes and such additional information with respect to the Partnership as he may reasonably request to enable him to complete any tax return or report he is required to file or otherwise to comply with applicable law. Without limiting the foregoing (i) the General Partner shall use reasonable efforts to determine whether any entity in which the Partnership invests (directly or indirectly) is a "passive foreign investment company" (a "PFIC") as defined in Section 1297 of the Code and will so advise the Partners and (ii) at the request of any Partner, the General Partner shall use reasonable efforts to cause each entity that the General Partner determines is a PFIC based on the advice of the Partnership's U.S. tax advisors to agree to provide on a timely basis to the Partnership or the Partners, as applicable, the financial information that is necessary to permit the Partnership or the Partners, as applicable, to make an election to treat any such PFIC as a "qualified electing fund" under Section 1295 of the Code (a "QEF Election"), and to permit the Partners to comply with their U.S. federal income tax reporting requirements relating to the PFIC. For information purposes, the General Partner shall transmit to each holder of at least 25,000 Preferred Units and Dr. Harrison within 90 days after the close of each fiscal year, (i) a list of the Partnership's direct and indirect investments, valued at fair market value as determined in accordance with Paragraph 9, as of the end of such fiscal year, and (ii) a brief narrative report as to status and operations of the Partnership. The holders of a majority of the Preferred Units may, in their sole discretion, require the Partnership to furnish annual financial statements of the type specified in this Paragraph 16(e) with respect to any Intermediary, ATC and any Subsidiary (including, without limitation, any Operating Company).

(f) Quarterly Financial Statements. Each holder of at least 25,000 Preferred Units and Dr. Harrison (or his heirs or legal representatives) shall be furnished, within 45 days after the end

of each of the first three quarters of each fiscal year of the Partnership, (i) an unaudited list of the Partnership's direct and indirect investments as of the end of such quarter, (ii) unaudited statements of assets and liabilities of the Partnership and net assets represented by Partners' capital as of the end of such quarter and (iii) unaudited statements of operations and changes in such holder or Dr. Harrison's (or his heirs' or legal representatives') capital (as the case may be) for the period from the beginning of such fiscal year through the quarter then ended. Such financial statements shall be prepared and presented in accordance with GAAP, except for such deviations as are required to implement the terms of this Agreement, the omission of certain information and footnote disclosures normally included in year-end financial statements prepared in accordance with GAAP and as otherwise provided in Paragraph 16(e). For information purposes, the General Partner shall transmit to each holder of at least 25,000 Preferred Units and Dr. Harrison (or his heirs or legal representatives) within 45 days after the end of each quarter, (i) a list of the Partnership's direct and indirect investments, valued at fair market value in accordance with Paragraph 9, as of the end of such quarter, and (ii) a narrative report as to status and operations of the Partnership (which shall include a discussion of operations compared to each then currently applicable budget). The holders of a majority of the Preferred Units may, in their sole discretion, require the Partnership to furnish quarterly financial statements of the type specified in this Paragraph 16(f) with respect to ATC, any Intermediary and any Subsidiary (including, without limitation, any Operating Company).

(g) Monthly Telephone Updates. At the request of the holders of a majority of the Preferred Units, the General Partner will make itself available to such holders by telephone for an update as to status and operations of the Partnership.

(h) Web Site. Notwithstanding Paragraph 18(a), the General Partner shall be deemed to have satisfied its obligations to transmit or furnish financial statements and reports pursuant to this Paragraph 16 if the General Partner posts such financial statements and/or reports on a web site and gives prompt written notice to the requisite Limited Partners, pursuant to Paragraph 18(a), of the

availability of such financial statements and/or reports, the URL address of the web site and a password for access to such web site, if necessary. Any such financial statements and reports posted to a web site and not delivered in hard copy to the requisite Limited Partners shall be maintained on such web site for a reasonable period of time. Any such web site shall provide for print capability for such financial statements and reports, provided that, with respect to any Limited Partner (except any holder of at least 25,000 Preferred Units or Dr. Harrison (or his heirs or legal representatives)), the General Partner may disable the print capability (or not allow print capability) if the General Partner exercises (or would be permitted to exercise) its right pursuant to Paragraph 16(d)(vii) not to provide such Limited Partner with Partnership Information, but only to the extent provided therein.

(i) Organizational Expenses. The organizational expenses of the Partnership shall be amortized for U.S. Federal income tax purposes to the extent permitted by Section 709 of the Code. The reasonable out-of-pocket legal expenses incurred by Ezbon and Blue Horizon in connection with the organization of the Partnership shall be reimbursed to Ezbon and Blue Horizon by the Partnership and treated as an organizational expense of the Partnership.

17. Amendment. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived (on behalf of all Partners), modified or amended only with the written consent of the General Partner, the holders of a majority of the Preferred Units and Dr. Harrison (or his heirs or legal representatives) so long as Dr. Harrison (or his heirs or legal representatives) remain as Limited Partners; provided, however, that the consent of Dr. Harrison (or his heirs or legal representatives) shall not be required to (i) authorize additional Preferred Units and Investment Common Units, (ii) modify or delete any provision of this Agreement that becomes contrary to applicable law after the date of this Agreement, provided that such modification or deletion is to the minimum extent required to comply with such law, or (iii) modify any provision of this Agreement for bona fide tax structuring reasons, provided that such modification does not have a disproportionate adverse affect on Dr. Harrison (or his heirs or legal representatives). Upon obtaining all approvals required by this Agreement (if any)

and without further action or execution by any other Person, including any Limited Partner, (i) any amendment to this Agreement may be implemented and reflected in a writing executed solely by the General Partner, and (ii) the Limited Partners shall be deemed a party to and bound by such amendment of this Agreement. The General Partner shall promptly furnish copies of any amendments to this Agreement to all Partners.

18. General Provisions.

(a) Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given two days after delivery by courier or being sent by e-mail, addressed in each case, if to the Partnership or the General Partner, at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, e-mail: seth@appletreepartners.com, and if to any Limited Partner, at the address set forth in the List of Partners or, in each case, to such other address or addresses as the addressee may have specified by written notice as aforesaid to the other parties. Sections 8 and 19(3) of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply.

(b) Power of Attorney. To the fullest extent permitted by law, (i) each of the Limited Partners hereby irrevocably constitutes and appoints the General Partner as his attorney-in-fact with full power, proxy and authority in his name, place and stead to make, execute, sign, acknowledge and, if necessary, file (A) any required amendment to the Registration Statement; (B) any amendment to this Agreement that does not require, under the terms of this Agreement, the approval of all the Partners, including any amendment pursuant to Paragraph 5(b); provided that Partners holding the interest in the Partnership specified in this Agreement as being required for such amendment have signed or otherwise approved such amendment and all other required signatures and approvals have been obtained; (C) any other instrument, certificate or document required from time to time to admit a Partner, to effect his substitution as a Partner or to effect the substitution of the

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Partner's assignee as a Partner; and (D) any other instrument, certificate or document as may be required or appropriate under the laws, regulations or procedures of the Cayman Islands, the U.S. or any state or governmental entity in any jurisdiction in which the Partnership is conducting or intends to conduct its affairs, provided all such instruments, certificates and other documents referred to in clauses (A), (B), (C) and (D) above are in accordance with the terms of this Agreement as then in effect. Copies of all such instruments, certificates and other documents executed pursuant to such power of attorney shall be sent to all Partners, except any instrument, certificate or document required from time to time to admit a Partner, to effect his substitution as a Partner or to effect the substitution of the Partner's assignee as a Partner.

(i) Each of the Partners is aware that the terms of this Agreement permit certain amendments to the Registration Statement and this Agreement to be effected and certain other actions to be taken by or with respect to the Partnership, in each case with the approval or by the vote of less than all the Partners. If, as and when (A) an amendment of the Registration Statement or this Agreement is proposed or an action is proposed to be taken by or with respect to the Partnership which does not require, under the terms of this Agreement, the approval of all of the Partners, (B) Partners holding the interest in the Partnership specified in this Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by this Agreement, and (C) a Partner has failed or refused to approve such amendment or action (hereinafter referred to as a non-consenting Partner), each Partner agrees that (1) it is bound thereby, (2) any such amendment or action may be executed solely by the General Partner without any further action or execution by any other Person (including, without limitation, the non-consenting Partners), and (3) to the fullest extent permitted by law, the special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and on behalf of such non-consenting Partner, and in his name, place and stead, any and all instruments

and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken. Each Partner is fully aware that he and each other Partner have executed this special power of attorney, and that each Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

(ii) To the fullest extent permitted by law, the foregoing grant of authority and that granted pursuant to Paragraph 5(c), (A) is each a special power of attorney coupled with an interest in favor of the General Partner, deemed to secure the proprietary interest of the General Partner and/or the performance of obligations owed to the General Partner, and as such shall be irrevocable and shall survive the death, disability or incapacity (or, in the case of a Partner that is a corporation, association, limited liability company, partnership, trust or other entity, shall survive the merger, dissolution or other termination of the existence) of the Partner and (B) shall survive the assignment by the Partner of the whole or any portion of his interest, except that in the case of an assignment of the Partner's whole interest, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect the substitution of his transferee.

(c) Additional Documents and Acts. Each Partner hereby agrees to execute and deliver all certificates, instruments or documents required by laws of the various states or other jurisdictions in which the Partnership conducts its affairs, to conform with the laws of such states or other jurisdictions governing limited partnerships.

(d) Binding on Successors. This Agreement shall be binding upon and it shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto. Without limitation as to the foregoing, the rights of Dr. Harrison specified in this Agreement and the Schedules hereto shall inure to the benefit of his heirs and legal representatives.

(e) Counterparts. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall con-

stitute one Agreement (or amendment, as the case may be).

(f) Voting. Any vote or other action required or permitted to be taken by this Agreement may be taken by written consent signed by not less than the requisite percentage in interest of parties required or permitted to take such vote or other action. Notwithstanding anything to the contrary set forth in this Agreement, a Defaulting Partner shall not have the right to vote on or grant or withhold consent or approval with respect to any matter, except as may otherwise be required by law, and any Units it may hold shall not be deemed outstanding for purposes of determining the parties required or permitted to take any vote or other action. The voting, consent, approval, appointment and other such rights granted to Ezbon and Blue Horizon pursuant to this Agreement (i) are personal to them and may not be assigned, transferred or otherwise disposed of without the consent of the General Partner, in its sole and absolute discretion, except in connection with a transfer by Ezbon and Blue Horizon of their entire interests as limited partners, and (ii) shall cease and be of no further force or effect if Ezbon or Blue Horizon becomes a Defaulting Partner, except as may otherwise be required by law or this Agreement.

(g) Applicable Law, Remedies for Breach and Jurisdiction.

(i) Notwithstanding the place where this Agreement may be executed by any 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 and, without limitation thereof, that the ELP Law as now adopted or as may be hereafter amended shall govern this Agreement.

(ii) EACH LIMITED PARTNER AND THE GENERAL PARTNER, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST THE GENERAL PARTNER, THE MANAGEMENT COMPANY (OR THEIR RESPECTIVE

PARTNERS, MEMBERS, STOCKHOLDERS, MANAGERS, DIRECTORS, OFFICERS, CONSULTANTS OR EMPLOYEES, IN THEIR CAPACITY AS SUCH OR IN ANY RELATED CAPACITY) OR THE PARTNERSHIP, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY SCHEDULE HERETO.

(iii) Except as otherwise specifically provided in this Agreement, the remedies set forth in this Agreement are cumulative and shall not exclude any other remedies to which a party may be lawfully entitled.

(iv) In determining what action, if any, shall be taken against a Limited Partner in connection with such Limited Partner's breach of this Agreement, the General Partner shall seek to obtain a favorable result (as determined by the General Partner in its sole discretion) for the Partnership and the other Partners, and the General Partner, in its sole discretion, may take different actions with respect to multiple Limited Partners that breach the same provisions. To the fullest extent permitted by law, each Limited Partner hereby specifically agrees that, in the event such Limited Partner violates the terms of this Agreement, such Limited Partner shall not be entitled to claim that the Partnership or any of the other Partners are precluded, on the basis of any fiduciary or other duty arising in respect of such Limited Partner's status as such, from seeking any of the remedies permitted under this Agreement or applicable law.

(v) It is the intent of the parties that this Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provisions hereof or by reason of the status of the respective parties.

(vi) To the extent not prohibited by applicable law, each Partner (A) agrees that any action, suit or other proceeding arising out of or based upon this Agreement or any Schedule hereto, the subject matter hereof or thereof or the dealings of any Partner or the Partnership in connection therewith shall be brought only in a court of applicable jurisdiction located in the Cayman Islands or a state or Federal court in the State of Delaware in the U.S., (B)

irrevocably submits to the jurisdiction of the courts of the Cayman Islands and the state and Federal courts in the State of Delaware in the U.S. and (C) waives and agrees not to assert in any such action, suit or proceeding brought in any of the above named courts, any claim that such Partner is not subject personally to the jurisdiction of such court or that such action, suit or proceeding is brought in an inconvenient forum or that the venue is improper.

(h) Securities Act Matters. Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, he must bear the economic risks of his investment for an indefinite period because the Partnership interests have not been registered under the Securities Act and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act or an exemption from such registration is available.

(i) Tax Matters Partner. The "tax matters partner" (as defined in Section 6231 of the Code) of the Partnership shall be the General Partner (the "Tax Matters Partner"). The Tax Matters Partner shall not take any action in its capacity as such that is adverse to the holders of the Preferred Units or Investment Common Units without the prior written consent of the holders of a majority of the Units of such class.

(j) Contract Construction. Where the context of this Agreement so permits, use of masculine gender pronouns shall be deemed to mean or include the feminine or neuter gender, and vice versa, and use of the word "Person" shall be deemed to mean or include natural persons, entities, trusts, limited partnerships, exempted limited partnerships, limited liability companies, corporations, general partnerships, joint ventures, associations and governmental bodies and agencies. The invalidity or unenforceability of any one or more provisions of this Agreement shall not impair the enforceability of the other provisions. If one or more of the provisions of this Agreement shall for any reason be held to be unenforceable, whether due to public policy, equitable considerations, because such provisions are excessively broad as to scope, activity or subject, or otherwise, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them so as

to be enforceable to maximum extent compatible with the applicable law as it shall then appear. References in this Agreement to sections of the Code or the ELP Law shall be deemed to refer to such sections as they may be amended after the date of this Agreement. Definitions in this Agreement apply equally to both the singular and the plural forms of the defined terms.

(k) Fiduciary Duty of Indemnified Parties. Notwithstanding anything to the contrary in this Agreement, to the extent that at law or in equity an Indemnified Party has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or any Partner, such Indemnified Party acting under this Agreement shall, to the fullest extent permitted by law, not be liable to the Partnership or any Partner for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of an Indemnified Party to the Partnership or any Partner otherwise existing at law or in equity, are agreed by each Partner to so replace such other duties and liabilities of such Indemnified Party.

(l) Entire Agreement. This Agreement, the Schedules hereto, the related Subscription Agreements and any other written agreement between the General Partner, on its own behalf or on behalf of the Partnership, and any Limited Partner, shall constitute the entire agreement and understanding among the respective parties to such agreements with respect to the subject matter hereof and thereof. The Partners acknowledge that, notwithstanding any provision of this Agreement (including Paragraph 17) or of any Subscription Agreement, the General Partner, on its own behalf or on behalf of the Partnership, without any act, consent or approval of any other Partner or other Person, may enter into side letters or other writings to or with Ezbon, Blue Horizon or their respective direct or indirect transferees which have the effect of establishing rights under, or altering or supplementing the terms of, this Agreement or any Subscription Agreement ("Side Letters"). The Partners agree that any rights established, or any terms of this Agreement or any Subscription Agreement altered or supplemented, in a Side Letter to or with Ezbon, Blue Horizon or their direct or indirect transferees

shall for the purposes of this Agreement or any Subscription Agreement be valid, binding and enforceable in accordance with their terms as between Ezbon, Blue Horizon or any such transferee, the General Partner and the Partnership.

(m) Partnership Counsel. The General Partner has retained Proskauer Rose LLP and Maples and Calder in connection with the formation of the Partnership and the offering of the limited partner interests and may retain Proskauer Rose LLP and Maples and Calder as legal counsel in connection with the management and operation of the Partnership, including, without limitation, making, holding and disposing of investments. Neither Proskauer Rose LLP nor Maples and Calder will represent any Limited Partner or prospective limited partner of the Partnership, unless, subject to applicable laws, the General Partner and such Limited Partner or prospective limited partner otherwise agree and such Limited Partner or prospective Limited Partner separately engages Proskauer Rose LLP or Maples and Calder, as applicable, in connection with the formation of the Partnership, the offering of limited partner interests, the management and operation of the Partnership or any dispute that may arise between any Limited Partner, on the one hand, and the General Partner and/or the Partnership on the other hand (the "Partnership Legal Matters"). Each Limited Partner, if it wishes to obtain counsel on any Partnership Legal Matter, may retain its own independent counsel with respect thereto and shall pay all fees and expenses of such independent counsel.

(n) Good Faith Negotiation. Ezbon and Blue Horizon, on the one hand, and the General Partner and Dr. Harrison, on the other hand, each agree that if the other party desires to terminate the Partnership or such party's participation therein, it shall negotiate in good faith with respect thereto.

(o) No Duty to Account. Other than as expressly provided for, or prohibited otherwise, in this Agreement, each Partner may engage in any other business (including being a partner of other partnerships, whether general or limited) and shall not be restrained from engaging in any other activity nor forego or be required to account for any profits from any such business,

notwithstanding that such business may compete with the Partnership's business.

19. Definitions. The respective Paragraphs or other locations in which capitalized terms used in this Agreement are defined are set forth below opposite such terms:

Additional Units	7(g)
Agreement	Preamble
Anti-Money Laundering Laws	5(b)
ATC	1(c)
ATPharma	2(d)
Blue Horizon	4(d)(iv)
Board	2(n)
Buyer	12(g)(i)
Capital Account	6(b)
Carrying Value	7(b)(i)
Code	2(j)
Contingent Subscription	5(a)
Default Charge	5(c)
Default Notice	5(c)
Default Rate	5(c)
Defaulting Partner	5(c)
Dr. Harrison	2(b)
ELP Law	Preliminary Statement
Ezbon	2(m)
Ezbon/Blue Horizon Sale	12(h)
Finkelman	Preamble
First Closing Limited Partners	Preamble
Foreign Limited Partner	2(j)

Founder Common Units	6(c)
GAAP	16(e)
General Partner	Preamble
Gross Negligence	2(g)
Holders	12(h)
Hypothetical Tax Liability	8(a)
Incentive Common Units	6(c)
Incentive Percentage	8(d)(ii)(A)
Indemnified Party	15
Intermediary	1(c)
Investment Common Units	6(c)
Letter Agreement	2(k)
Limited Partner	Preamble
List of Partners	16(b)
Loss	7(b)(ii)
Management Agreement	2(c)
Management Company	2(b)
Management Fee	Management Agreement
Net Tax Obligation	7(f)(iii)
Offer	12(j)
Offered Units	12(j)
Operating Agreement	2(n)
Operating Company	2(l)
Operating Company Security	2(l)
Original Agreement	Preliminary Statement
Partner	Preamble

CONFIDENTIAL

Partnership	Preliminary Statement
Partnership Information	16(d)(i)
Partnership Legal Matters	18(m)
Person	18(j)
PFIC	16(e)
Preferred Units	6(c)
Profit	7(b)(ii)
Project	2(n)
QEF Election	16(e)
Registration Statement	2(f)
Removal Event	4(c)
Securities Act	12(e)
Side Letters	18(l)
Subscription Agreement	1(e)
Subsidiary	2(d)
Tax Matters Partner	18(i)
Tracking Units	6(c)
Transfer	12(a)
Transfer Expenses	12(d)
Units	6(c)

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as a deed on the day and year first above written.

GENERAL PARTNER

Executed as a deed by:

ATP III GP, Ltd.

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

WITHDRAWING LIMITED PARTNER

Executed as a deed by:

_____
Daniel P. Finkelman

In the presence of:

_____
Witness

APPLE TREE PARTNERS IV, L.P.

Limited Partner Signature Page

IN WITNESS WHEREOF, the undersigned has executed this First Amended and Restated Limited Partnership Agreement of Apple Tree Partners IV, L.P. as a deed.

Executed as a deed by:

Ezbon International Limited
By: ATP III GP, Ltd.,
attorney in fact pursuant to the power of attorney set forth in the Subscription Agreement with the Limited Partner dated November 1, 2012

By: _____
Seth L. Harrison
Director

In the presence of:

_____
Witness Rose Crane

Executed as a deed by:

Blue Horizon Enterprise Ltd.
By: ATP III GP, Ltd.,
attorney in fact pursuant to the power of attorney set forth in the Subscription Agreement with the Limited Partner dated November 1, 2012

By: _____
Seth L. Harrison
Director

In the presence of:

_____
Witness Rose Crane

SCHEDULE A

MANAGEMENT AGREEMENT

AGREEMENT dated November ___, 2012 (as amended from time to time, this "Agreement"), and effective as of November 1, 2012, between Apple Tree Venture Management, LLC, a Delaware limited liability company (the "Management Company"), and Apple Tree Consolidated, SPRL, a Belgium private limited liability company ("ATC").

In consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given them in the First Amended and Restated Limited Partnership Agreement of Apple Tree Partners IV, L.P., a Cayman Islands exempted limited partnership, of even date herewith (as the same may be amended from time to time, the "Partnership Agreement").

2. Management Company Duties. The Management Company shall (i) identify prospective Operating Companies for ATC to invest in and (ii) provide assistance to ATC in evaluating investment opportunities in prospective and existing Operating Companies, it being the expectation that such Operating Companies will primarily consist of the ownership by ATC (either directly as a division, or indirectly through one or more entities wholly owned by ATC but disregarded for U.S. federal income tax purposes) of pharmaceutical, medical device and other medically-related operating assets. Notwithstanding the services provided by the Management Company, the Management Company shall not be authorized to manage the affairs of, act in the name of, or bind ATC.

3. Payment of Expenses. The Management Company agrees to pay (a) all compensation of Dr. Harrison and his administrative assistant in their capacities as employees of the Management Company; and (b) a pro rata share of ATC's facilities and other overhead expenses, based on the portion of such facilities used by the Management Company. ATC shall pay all other expenses properly chargeable to its affairs which are not reimbursed by Operating Companies.

4. Management Fee. ATC shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $2 million or such greater amount as may be approved by the Board; provided, however that the Management Fee for the first year shall be US $1,694,000 or such greater amount as may be approved by the Board. The Management Fee for each year shall be reduced (but not below zero) by (i) any director's fees, consulting fees or other remuneration paid to the Management Company, the members and employees of the Management Company, the General Partner, Dr.

Harrison or any of their respective affiliates (other than the Partnership or ATC) in cash, securities or otherwise for services rendered to Operating Companies; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units. Notwithstanding the foregoing, only the amount of net after tax profit attributable to fees or other remuneration received by ATPharma for services rendered to an Operating Company, rather than the gross amount thereof, reduced by any ATPharma governance-related costs that are not borne by any such Operating Company, shall reduce the Management Fee; provided, however, that this sentence shall only apply if and to the extent that such fees or other remuneration were covered by a budget approved by the holders of a majority of the Preferred Units or the Board; and provided further, however, that such net after tax profit shall be limited to the amount necessary to comply with applicable tax rules governing transfer pricing between related entities. Any securities or other property received in kind (with the prior written consent of the holders of a majority of the Preferred Units) shall be valued at the time they are reduced to cash or cash equivalents for purposes of the foregoing reduction to the Management Fee. The Management Fee for each year shall also be reduced (but not below zero) for "deemed contributions" as provided in Part B of Schedule D of the Partnership Agreement. Payments of the Management Fee shall be made in advance at the beginning of each calendar quarter in each year in an amount determined by the Management Company but not more than 25% of the maximum aggregate amount of the Management Fee for such year. Notwithstanding the preceding sentence, the first payment shall be due upon the date of this Agreement and shall be for the pro rata amount due until the beginning of the next succeeding calendar quarter. In no event shall fees or other remuneration referred to in the second sentence of this Paragraph 4 be paid in any calendar quarter in an aggregate amount that would exceed the amount of the next succeeding quarterly installment of the Management Fee. The amount of the fees and other remuneration paid or remitted to the Management Company, the General Partner, Dr. Harrison or any of their affiliates from Operating Companies shall be computed for each year, and any net amount due ATC from the Management Company or the Management Company from ATC shall be remitted within 30 days after such computation. If in any year any reductions described above would exceed, individually or collectively, the Management Fee otherwise payable, the excess amount of such reductions shall be carried forward on a year-by-year basis.

5. Term of Agreement. This Agreement shall terminate upon the earlier of (i) the completion of liquidation of ATC and (ii) the removal of the General Partner pursuant to Paragraph 4 of the Partnership Agreement; provided, however, that the Management Fee shall continue to be paid for an additional 45 days following any such removal of the General Partner.

6. Termination and Amendment. This Agreement shall not be terminated prior to the time set forth in Paragraph 5 or amended, and none of its provisions shall be waived, in each case without the written consent of the parties hereto and the holders of a majority of the Preferred Units.

7. Independent Contractor. The relationship of the Management Company to ATC is that of an independent contractor and neither this Agreement nor the services to be rendered

hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

9. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

10. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

APPLE TREE CONSOLIDATED, SPRL

By: _____
Seth L. Harrison
Title: _____

APPLE TREE VENTURE MANAGEMENT, LLC

By: _____
Seth L. Harrison
Managing Member

Proprietary and Confidential

SCHEDULE B

LETTER AGREEMENT

Apple Tree Partners IV, L.P.
c/o Maples Corporate Services Limited
P.O. Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands

November 1, 2012

To the holders of Preferred Units:

Reference is made to the First Amended and Restated Limited Partnership Agreement of Apple Tree Partners IV, L.P. (the "Partnership"), of even date herewith (as amended from time to time, the "Partnership Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given them in the Partnership Agreement. When the context of this letter agreement so requires, use of masculine gender pronouns shall be deemed to mean or include the feminine or neuter gender, and vice versa.

In consideration of your subscription for an interest in the Partnership as a Limited Partner, the undersigned hereby represents, warrants and agrees that, so long as ATP III GP, Ltd. is the general partner of the Partnership and you are not a Defaulting Partner:

1. So long as the Management Agreement is in effect, any director's fees, consulting fees or other remuneration paid to the General Partner, the Management Company, the members and employees of the Management Company, the undersigned or any of their respective affiliates (other than the Partnership or ATC) in cash, securities or otherwise by an Operating Company for services rendered to it shall be remitted to the Management Company; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units. Notwithstanding the foregoing, only the amount of net after tax profit attributable to fees or other remuneration received by ATPharma for services rendered to an Operating Company, rather than the gross amount thereof, reduced by any ATPharma governance-related costs that are not borne by such Operating Company, shall be remitted to the Management Company; provided, however, that this sentence shall only apply if and to the extent that such fees or other remuneration were covered by a budget approved by the holders of a majority of the Preferred Units or the Board; and provided further, that such net after tax profit shall be limited to the amount necessary to comply with applicable tax rules governing transfer pricing between related entities.

2. So long as ATC continues to make investments, all investment opportunities in privately-held companies which come to his attention (including but not limited to follow-on investment opportunities), except for such opportunities which he believes in good faith are not within the purpose of or otherwise appropriate for ATC, shall be made available to ATC. Without the prior written approval of the holders of a majority of the Preferred Units, neither he nor any account (other than ATC) which he controls or in which he has a beneficial interest (unless he has no control) may (a) purchase a security of an Operating Company, (b) invest in or manage a private life science venture capital fund (except for preexisting investments in and management obligations to such funds on the date hereof), or (c) invest in any opportunity which has been presented to and rejected by ATC.

3. Without the prior written approval of the holders of a majority of the Preferred Units, neither he nor any account which he controls or in which he has a beneficial interest (unless he has no control) may borrow money from the Partnership or ATC.

4. He shall devote substantially all of his business time to the affairs of the Partnership, ATC, the Operating Companies, Apple Tree Partners I, L.P. ("ATP I"), Apple Tree Partners II, L.P. ("ATP II") and Apple Tree Partners II – Annex, L.P. ("ATP II – Annex") until the earlier of July 1, 2021 or such time as the audited value of the Partnership (including the value of prior dividends and other distributions) is at least $7.5 billion, and thereafter he shall devote such of his business time to the affairs of the Partnership and ATC as is reasonably required to manage the affairs thereof. So long as the terms of the preceding sentence remain applicable, he shall not permit ATP I, ATP II or ATP II-Annex to invest, after the date of this letter agreement, in entities that were not portfolio companies (or their successors or affiliates) of such partnerships on such date.

5. Without the approval of the holders of a majority of the Preferred Units, he shall not voluntarily permit any other Person to control the General Partner.

The terms and provisions of this letter agreement may be waived, modified or amended only by a writing signed by the undersigned and with the written consent of the holders of a majority of the Preferred Units.

This letter agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to conflict of law principles.

Very truly yours,

Executed as a deed by:

_____

Seth L. Harrison

In the presence of:

_____

Witness

SCHEDULE C

BUDGETING PROCESS

At the beginning of each fiscal year, the Board will review and approve the overall annual budgets for the Partnership and ATC and the budget for each Project that has been approved by the Board. This approved budget will then become the basis for a quarterly rolling forecast process that will result in the quarterly financial reports referred to below. This rolling forecast process will be driven by Finance with the participation of operating management (Commercial and Research & Development). Revenue and expense budgets, and other items affecting cash flow, will be updated as part of this rolling forecast process. Management will implement a system of spending and other controls designed to ensure that Project budgets are not exceeded without further Board approval. Any new Projects that the General Partner recommends to be added to the ATC portfolio, and any discretionary extraordinary expense, will both require approval by the Board and a budget established (and approved by the Board) before spending can commence.

The General Partner will issue a financial report to the holders of the Preferred Units at least every calendar quarter, on or before the tenth working day of the month following each quarter (or other period) end, in a format to be agreed upon between the General Partner and the holders of a majority of the Preferred Units. This financial report will cover all entities within the Partnership structure, and will include Project income and expenses and operating costs, along with at least the following:

- Profit and loss and cash flow statements, in total and by major Project, showing actual versus budgeted results for the quarter (or other period) then ended and including explanations of major variances to budget. The report will also include a reconciliation of total expenditures and cash flows from inception through the reporting date.

- Detailed budget by major Project by quarter (or other period) for the next twelve months, including operating income and expenses by major category, and other items affecting cash flow (capital expenditures, upfront / milestone payments, deposits / advances).

- Summary budget by major Project for each of the following two years, including operating income and expenses, and other items affecting cash flow.

In addition, the General Partner will present a schedule showing anticipated capital calls for the next four quarters and subsequent two years, reconciled to the detailed and summary cash flow budgets.

In addition to providing the quarterly (or other period) financial report, the General Partner will present in person the Partnership's financial results and budget to the holders of the Preferred Units twice per year, generally in January and July. The presentation will be made at a time and place to be decided by the holders of a majority of the Preferred Units and agreed with the General Partner. In addition to presenting the most recent quarterly (or other period) financial report, the General Partner will present additional material to provide the holders of the Preferred Units with a more complete understanding of the state of the Partnership's current operations and planned achievement of its goals. Members of the General Partner's core management team will be made available to assist in the presentation as required.

SCHEDULE D

FINANCING OF DR. HARRISON'S CAPITAL CONTRIBUTIONS

For the first $15 million of capital calls to Dr. Harrison in respect of his Preferred Units, 80% shall be funded from capital provided by Ezbon to him pursuant to an interest-free, limited-recourse loan (the "Loan Arrangement"), as described in Part A below, and 20% shall be funded by him as provided in Part B below. Any additional capital calls to Dr. Harrison in respect of his Preferred Units in excess of $15 million shall be funded from capital provided by Ezbon pursuant to the Loan Arrangement. Notwithstanding the foregoing, no additional capital shall be funded under the Loan Agreement if the General Partner has been removed pursuant to Paragraph 4(a) of the Agreement. Dr. Harrison's obligations under this Schedule D shall be binding upon his heirs and legal representatives.

Part A: Loan Arrangement.

Each portion of any capital call to Dr. Harrison to be funded through the Loan Arrangement shall be satisfied through a loan from Ezbon. Amounts shall be repaid under the Loan Arrangement as follows:

1. A pro rata portion of distributions to Dr. Harrison in respect of his Preferred Units (other than Tax Distributions and distributions pursuant to Paragraph 4(d)(iv) of the Agreement), based on the then outstanding principal balance under the Loan Arrangement and the amount of capital for such Preferred Units funded by him in cash or by reductions in the Management Fee, shall be applied against the loans. By way of example only, if $15 million had been called from Dr. Harrison in total in respect of his Preferred Units, of which Dr. Harrison had funded $3 million as provided in Part B below and $12 million had been funded under the Loan Arrangement and remained outstanding, then 80% of amounts distributable to Dr. Harrison in respect of his Preferred Units (other than Tax Distributions) would be applied against the loans.

2. 100% of all other distributions, other than Tax Distributions and net of any other tax liabilities arising from such distributions, to Dr. Harrison from the Partnership, shall be applied against the loans.

3. 20% of the first $20 million of "after-tax" distributions to Dr. Harrison from Apple Tree Partners I, L.P. ("ATP I"), Apple Tree Partners II, L.P. ("ATP II") and Apple Tree Partners II – Annex, L.P. ("Annex") after the date of the Agreement, and thereafter 80% of any additional "after-tax" distributions to Dr. Harrison from ATP I, ATP II and Annex after the date of the Agreement, but only to the extent necessary to cause cumulative repayments of amounts borrowed under the Loan Arrangement to equal

$12 million, shall be applied against the loans. For purposes of this Section 3, "after-tax" distributions shall mean the gross amount of any such distributions received by Dr. Harrison, reduced by his tax liability in respect thereof (or the allocations giving rise to such distributions), calculated in a manner consistent with the determination of Hypothetical Tax Liability pursuant to Paragraph 8(a) of the Agreement and after any in-kind distributions have been reduced to cash.

4. If any distribution (whether from ATP I, ATP II, Annex or the Partnership) is made to Dr. Harrison in kind rather than in cash, repayment of the Loan Arrangement shall be due after such distribution has been reduced to cash, based on the after-tax amount so realized (calculated based on the product of the taxable gain, if any, so realized and the highest applicable marginal federal and state tax rates applicable to the character of such gain). In the case of any in-kind distributions of publicly-traded securities to Dr. Harrison from ATP I, ATP II, Annex and the Partnership, Dr. Harrison shall, as soon as practicable and legally permissible, put up to 20%, 80% or 100%, as required and as applicable based on Section A.1-3 above, of the shares received from such distribution into a Rule 10b5-1 Distribution Plan (the "Plan") that is designed to effectuate in a market-reasonable legal manner the sale of such shares at a price that is at or above the distribution price of such shares. Dr. Harrison shall cause his attorneys to deliver promptly to Ezbon a copy of the relevant portions of the Plan. If there are no sales of shares pursuant to the Plan, Dr. Harrison and Ezbon shall confer reasonably about the next steps to cause such shares to be liquidated.

Any failure or refusal by Ezbon to fund the Loan Arrangement may, at the sole discretion of the General Partner, subject Ezbon to the imposition of a Default Charge under the Agreement. The failure by Dr. Harrison to satisfy a capital call in respect of his Preferred Units due to the failure by Ezbon to fund the Loan Arrangement shall not result in Dr. Harrison being deemed to be a Defaulting Partner or otherwise subject to Dr. Harrison to a Default Charge.

Part B: Deemed Contributions.

With respect to the portion of any capital call to Dr. Harrison in respect of his Preferred Units that are not funded through the Loan Arrangement, 20% shall be made in cash and the balance shall be deemed to have been contributed by Dr. Harrison. All such deemed contributions shall reduce Dr. Harrison's unfunded Subscription and shall otherwise be treated as a capital contribution, except that such amounts shall not increase Dr. Harrison's Capital Account balance. Payments of the Management Fee shall be reduced as necessary until cumulative reductions in the Management Fee equal the cumulative deemed contributions by Dr. Harrison pursuant to this Part B. Dr. Harrison shall be entitled to receive distributions in respect of his Preferred Units as if all capital calls in respect of such Preferred Units had been contributed by Dr. Harrison in cash, except such distributions shall be limited, pursuant to the principles set forth in Paragraph 7(g), to the extent necessary to ensure that Dr. Harrison's interest in the Partnership by reason of such deemed contributions is respected as a "profits

interest" for United States Federal income tax purposes. If the General Partner is removed as the general partner of the Partnership pursuant to Paragraph 4(a) of the Agreement, then to the extent the cumulative deemed contributions exceed the cumulative reductions in the Management Fee (including any such reductions occurring within 45 days after the removal date), 95% of such excess amount shall be deemed to be a loan under the Loan Arrangement.

Part C: Tax Gross Up Provisions

If any payment to Ezbon under the Loan Arrangement is subject to a U.S. federal, state or local tax (whether imposed by withholding or otherwise), the amount of such payment shall be increased by the Gross Up Amount with respect to such payment. For these purposes, the "Gross Up Amount" with respect to any payment shall equal the amount of increase necessary so that after any such deduction or withholding in respect of taxes has been made (including such deductions and withholdings applicable to additional sums payable under this paragraph), Ezbon receives an amount equal to the amount it would have received had no such deduction or withholding in respect of taxes been made. Ezbon shall each provide to Dr. Harrison (or his heirs or legal representatives) a properly completed Form W-8(BEN), and shall provide all other withholding certificates and other documentation, and shall take all reasonable actions necessary to minimize the amount of U.S. federal, state and local taxes imposed on amounts due in respect of the Loan Arrangement.

Notwithstanding the foregoing, Gross Up Amounts shall not include any additional tax liability, deductions or withholdings resulting from (w) any withholding taxes pursuant to Sections 1471 through 1474 of the Code to the extent a refund, tax credit or tax deduction is otherwise available (without regard to whether Ezbon or their respective beneficial holders claim such refunds, tax credits or tax deductions), (x) any activities of Ezbon or its affiliates (including any such activities that cause Ezbon to have a permanent establishment in the United States) apart from Ezbon's investment in the Partnership and participation in the Loan Arrangement, (y) Ezbon's failure to comply with the requirements of the previous sentence, and (z) Ezbon becoming a "United States person" within the meaning of Section 7701 of the Code and the Treasury Regulations promulgated thereunder (or electing to be taxed as such), becoming subject to tax by operation of Section 871(a)(2) of the Code and the Treasury Regulations promulgated thereunder, or otherwise becoming subject to any similar classification for purposes of U.S. federal, state or local taxes. Ezbon shall, as soon as reasonably practicable, provide Dr. Harrison with such information as is reasonably necessary for Dr. Harrison to determine the Gross Up Amount with respect to Ezbon. In addition, with respect to a tax imposed on net income, the Gross Up Amount shall only be equal to the excess (if any) of (i) the amount of such tax over (ii) the value of all refunds, tax credits and tax deductions to which Ezbon or its respective beneficial holders are entitled in respect of any amount to be repaid under the Loan Arrangement (without regard to whether Ezbon or its beneficial holders claim such refunds, tax credits or tax deductions), in each case, including such taxes on, and refunds, tax credits or tax deductions arising from, the Gross Up Amount.

Without limiting the foregoing, at Dr. Harrison's request, the parties shall use commercially reasonable efforts to structure the Loan Arrangement in a tax efficient manner, including in a manner that minimizes any Gross Up Amount due pursuant to this Part C.

SCHEDULE E

UNIT REDUCTION SCHEDULE

The table below sets forth the number of authorized Incentive Common Units and Founder Common Units at various Preferred Unit capital contribution levels. Reductions will be made on a pro rata basis for each incremental $10 million of Preferred Unit capital contributions; provided, however, that no reductions shall be made until the aggregate Preferred Unit capital contributions reach $100 million; and provided further, that no further reductions to the authorized Incentive Common Units or authorized Founder Common Units shall be made after the aggregate Preferred Unit capital contributions reach $1 billion and $300 million, respectively.

Preferred Unit Capital Contributions	Authorized Incentive Common Units	Authorized Founder Common Units
$ 100,000,000	158,823	225,000
140,000,000	146,512	197,561
180,000,000	134,483	171,429
220,000,000	122,727	146,512
260,000,000	111,236	122,727
300,000,000	100,000	100,000
440,000,000	89,011	100,000
580,000,000	78,261	100,000
720,000,000	67,742	100,000
860,000,000	57,447	100,000
1,000,000,000	47,368	100,000
1,100,000,000	47,368	100,000
1,200,000,000	47,368	100,000
1,300,000,000	47,368	100,000
1,400,000,000	47,368	100,000
1,500,000,000	47,368	100,000

Distributions pursuant to Paragraph 8(d)(ii) are apportioned among the holders of Units based, in part, on the number of authorized Incentive Common Units and Investment Common Units, which are determined in part based on the amount of capital contributions in respect of Preferred Units at the time of distribution. The following tables set forth two examples of distributions pursuant to Paragraph 8(d)(ii). The assumptions for both examples are the same, except that in example 1, 100% of the authorized number of Incentive Common Units are outstanding at all relevant times, and in example 2, 40% of the authorized number of Incentive Common Units are outstanding at all relevant times. These examples are for illustrative purposes only, and the actual apportionment of distributions as of any time will be governed by the terms of the Agreement.

Example 1: All authorized Incentive Common Units are outstanding at all relevant times:

Preferred Unit Capital	Authorized Number of Common Units			Oustanding Incentive	8(d)(ii)(A) Incentive Common	8(d)(ii)(B) Class of Common Units		Total Sharing of 8(d)(ii) Distributions Class of Common Units		
Contributions	Investment	Incentive	Founder	Common Units	Units	Investment	Founder	Incentive	Investment	Founder
$100,000,000	900,000	158,824	225,000	158,824	15.00%	80.00%	20.00%	15.00%	68.00%	17.00%
140,000,000	900,000	146,512	197,561	146,512	14.00%	82.00%	18.00%	14.00%	70.52%	15.48%
180,000,000	900,000	134,483	171,429	134,483	13.00%	84.00%	16.00%	13.00%	73.08%	13.92%
220,000,000	900,000	122,727	146,512	122,727	12.00%	86.00%	14.00%	12.00%	75.68%	12.32%
260,000,000	900,000	111,236	122,727	111,236	11.00%	88.00%	12.00%	11.00%	78.32%	10.68%
300,000,000	900,000	100,000	100,000	100,000	10.00%	90.00%	10.00%	10.00%	81.00%	9.00%
440,000,000	900,000	89,011	100,000	89,011	9.00%	90.00%	10.00%	9.00%	81.90%	9.10%
580,000,000	900,000	78,261	100,000	78,261	8.00%	90.00%	10.00%	8.00%	82.80%	9.20%
720,000,000	900,000	67,742	100,000	67,742	7.00%	90.00%	10.00%	7.00%	83.70%	9.30%
860,000,000	900,000	57,447	100,000	57,447	6.00%	90.00%	10.00%	6.00%	84.60%	9.40%
1,000,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%
1,100,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%
1,200,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%
1,300,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%
1,400,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%

1,500,000,000	900,000	47,368	100,000	47,368	5.00%	90.00%	10.00%	5.00%	85.50%	9.50%

Example 2: 40% of authorized Incentive Common Units are outstanding at all relevant times.

Preferred Unit Capital	Authorized Number of Common Units			Oustanding Incentive	8(d)(ii)(A) Incentive Common	8(d)(ii)(B) Class of Common Units		Total Sharing of 8(d)(ii) Distributions Class of Common Units		
Contributions	Investment	Incentive	Founder	Common Units	Units	Investment	Founder	Incentive	Investment	Founder
$100,000,000	900,000	158,824	225,000	63,530	6.00%	80.00%	20.00%	6.00%	75.20%	18.80%
140,000,000	900,000	146,512	197,561	58,605	5.60%	82.00%	18.00%	5.60%	77.41%	16.99%
180,000,000	900,000	134,483	171,429	53,793	5.20%	84.00%	16.00%	5.20%	79.63%	15.17%
220,000,000	900,000	122,727	146,512	49,091	4.80%	86.00%	14.00%	4.80%	81.87%	13.33%
260,000,000	900,000	111,236	122,727	44,494	4.40%	88.00%	12.00%	4.40%	84.13%	11.47%
300,000,000	900,000	100,000	100,000	40,000	4.00%	90.00%	10.00%	4.00%	86.40%	9.60%
440,000,000	900,000	89,011	100,000	35,604	3.60%	90.00%	10.00%	3.60%	86.76%	9.64%
580,000,000	900,000	78,261	100,000	31,304	3.20%	90.00%	10.00%	3.20%	87.12%	9.68%
720,000,000	900,000	67,742	100,000	27,097	2.80%	90.00%	10.00%	2.80%	87.48%	9.72%
860,000,000	900,000	57,447	100,000	22,979	2.40%	90.00%	10.00%	2.40%	87.84%	9.76%
1,000,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%
1,100,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%
1,200,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%
1,300,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%
1,400,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%
1,500,000,000	900,000	47,368	100,000	18,947	2.00%	90.00%	10.00%	2.00%	88.20%	9.80%

AMENDMENT NO. 1

AMENDMENT NO. 1 (this "Amendment"), dated January 1, 2014, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Paragraph 1(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Purposes. The sole purpose of the Partnership is to invest, directly or indirectly through one or more entities directly or indirectly owned in whole or in part by the Partnership (each such entity, an "Intermediary"), in pharmaceutical, medical device and other medically-related companies and business projects. One such Intermediary shall be Apple Tree Consolidated, SPRL, a Belgium private limited liability company ("ATC"), whose equity securities shall be wholly-owned, directly or indirectly through another Intermediary, by the Partnership, except for any directors' qualifying share requirements and the like. The Partnership, ATC and each other Intermediary shall have such other purposes that are necessary, convenient or related to the foregoing."

2. The second sentence of Paragraph 2(d) of the Agreement is hereby deleted in its entirety, it being understood and agreed that Apple Tree Life Sciences, Inc. (formerly known as Apple Tree Pharmaceuticals, Inc.) is to become a direct or indirect wholly-owned subsidiary of the Partnership.

3. The words ", fees or other remuneration paid to ATPharma as described in Paragraph 2(d)" are hereby deleted in their entirety from Paragraph 2(e) of the Agreement.

4. The last sentence of Paragraph 2(l) of the Agreement is hereby deleted in its entirety.

5. The term "Project", which first appears in Paragraph 2(n) of the Agreement, shall also include investments in pharmaceutical, medical device and other medically-related companies, projects and related activities that are made directly by the Partnership or indirectly by it through Intermediaries, as well as through ATC.

6. An additional sentence is hereby added at the end of Paragraph 5(a)(ii) of the Agreement to read in its entirety as follows:

"Notwithstanding the foregoing, the General Partner may call capital to permit the Partnership or any Intermediary to make investments in Projects and companies other than through ATC; provided that budgets for any such investments have been approved by the holders of a majority

of the Preferred Units in writing and that such capital calls are made in accordance with such budgets."

7. Paragraph 6(c)(v) of the Agreement is hereby amended and restated to read in its entirety as follows:

"(v) tracking units with respect to any Project or company ("Tracking Units"), which shall not represent in the aggregate more than 5% of the Partnership's cumulative direct and indirect profits in such Project or company since its inception, and which "track" the profits (determined in accordance with GAAP, as defined in Paragraph 16(f)) of a particular Project or company."

8. The third sentence of Paragraph 6(e) of the Agreement is hereby amended and restated to read in its entirety as follows:

"Incentive Common Units shall only be issued to Persons providing bona fide services to Apple Tree Life Sciences, Inc. and Tracking Units in respect of a Project or company shall only be issued to Persons providing bona fide services directly related to the corresponding Project or company."

9. The words ",on a straight-line basis (calculated in $10 million increments)," appearing in Paragraph 6(f)(ii) of the Agreement are hereby deleted in their entirety.

10. Paragraph 8(b) of the Agreement is hereby amended and restated to read in its entirety as follows:

"(b) Tracking Unit Distributions. In connection with any "liquidity event" (including the receipt of interest, dividends, redemption or sale proceeds, royalties and other distributions, an initial public offering, or as otherwise determined in the reasonable discretion of the General Partner and the holders of a majority of the Preferred Units) with respect to a Project or company for which Tracking Units are then outstanding, the Partnership shall distribute, out of available assets, to the holders of such Tracking Units an amount (on a cumulative basis together with any prior distributions in respect of such Tracking Units) equal to 5% of the Partnership's direct and indirect profits (determined in accordance with GAAP) in such Project or company; provided that an amount equal to the sum of the Partnership's aggregate cost with respect to such Project or company and the balance of such profits has been or is simultaneously received by the Partnership, ATC or another Intermediary from such Project or company; provided, further that, in accordance with the granting documents relating to Tracking Units with respect to a Project or company, the cumulative profits actually distributed to holders of Tracking Units with respect to a Project or company as of any time shall be less than the 5% profit amount referred to above if and to the extent that Tracking Units for such full 5% profit amount have not been granted and remain outstanding. Such distribution shall be made in cash, or in the discretion of the General Partner and with the prior written approval of the holders of a majority of the Preferred Units, in securities of ATC or other property identified by the General Partner. If Tracking Units are outstanding with respect to more than one Project or company that has undergone a liquidity event, distributions pursuant to this Paragraph 8(b) shall be apportioned among such holders of Tracking Units in proportion to the fair market values thereof."

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11. The references to "ATPharma" appearing in Paragraphs 15(a), 15(d), 16(d)(vii) and 19 of the Agreement are hereby changed to "Apple Tree Life Sciences, Inc."

12. The last sentence of Paragraph 15(a) of the Agreement is hereby amended and restated to read in its entirety as follows:

> "Notwithstanding anything to the contrary set forth in this Paragraph 15, holders of Tracking Units may only be indemnified by the company and/or Project with respect to which their Tracking Units relate, and not by the Partnership, ATP or any other company or Project."

13. The Management Company and ATC are hereby authorized and directed to amend the Management Agreement (Schedule A to the Agreement) as follows:

(a) To delete the third sentence of Paragraph 3 thereof relating to ATPharma.

(b) To provide that in no event shall any quarterly Management Fee payment be reduced by more than $150,000, and, to the extent that such a reduction in excess of $150,000 would otherwise occur, the amount of such excess shall instead be carried forward from quarter to quarter as a reduction until it has been fully absorbed.

14. The second sentence of Paragraph 1 of the Letter Agreement (Schedule B to the Agreement), relating to ATPharma, shall be deleted in its entirety.

15. The third sentence of "Part B: Deemed Contributions" of Schedule D (Financing of Dr. Harrison's Capital Contributions) to the Agreement is hereby amended and restated to read in its entirety as follows:

> "Payments of the Management Fee shall be reduced as necessary until cumulative reductions in the Management Fee equal the cumulative deemed contributions by Dr. Harrison pursuant to this Part B; provided that in no event shall any quarterly Management Fee payment be reduced by more than $150,000, and, to the extent that such a reduction in excess of $150,000 would otherwise occur, the amount of such excess shall instead be carried forward from quarter to quarter as a reduction until it has been fully absorbed."

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

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: [redacted]
Title: Director

In the presence of:

Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: [redacted]
Title: Director

In the presence of:

Witness

Executed as a deed by:

By: [redacted]
Seth L. Harrison

In the presence of:

Witness

AMENDMENT NO. 2

AMENDMENT NO. 2 (this "Amendment"), dated August 15, 2014, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Schedule C to the Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit 1.

2. Paragraph 5(a)(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:

"Unless otherwise approved by the holders of a majority of the Preferred Units in writing, the General Partner may only call capital, as of any time, in amounts sufficient to enable the Partnership, ATC and the Intermediaries (including, without limitation, Subsidiaries and Operating Companies), as applicable, to (A) pay Partnership, ATC and Intermediary expenses then existing or reasonably anticipated to be incurred within the next six-month period, (B) pay other Partnership, ATC and Intermediary non-discretionary items (such as taxes and tax distributions) and satisfy other Partnership, ATC and Intermediary expenses and obligations incurred in the ordinary course of business, (C) pay the Management Fee for the next 12-month period, (D) invest in Projects approved by the Board in accordance with a Board-approved budget, in the case of Projects being run through ATC, (E) invest in Projects approved by the holders of a majority of the Preferred Units in writing in accordance with a budget therefor approved by such holders of Preferred Units, in the case of Projects not being run through ATC, and (F) pay other Partnership, ATC and Intermediary operating expenses that are covered by a budget proposed by the General Partner and approved by the holders of a majority of the Preferred Units in writing in accordance with Schedule C-1. Notwithstanding the foregoing, unless otherwise approved by the holders of a majority of the Preferred Units in writing or the Board, (i) capital calls in respect of all indemnification obligations pursuant to Paragraph 15 shall not exceed in the aggregate the greater of (Y) 20% of the Partnership's contributed capital or (Z) $50 million, and (ii) in the case of a capital call pursuant to clause (D) or (E) of the preceding sentence that is made on a basis accelerated from that set forth in an approved Project budget, the General Partner (a) represents in writing to the Partners that it has a good faith belief that the Project (or portion thereof covered by such budget) will be completed within the aggregate amount budgeted therefor and (b) provided the Board or the holders of the Preferred Units, as the case may be, with a reasonably detailed and diligenced presentation supporting such representation; provided, however, that no approval by the Board or the holders of Preferred Units shall be required with respect to organizational expenses of the Partnership and its related entities."

3. Schedule C-1 to the Agreement is hereby adopted in the form attached hereto as

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Exhibit 2.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: Director

In the presence of:

_____
Witness Andriana Koumbari

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: Director

In the presence of:

_____
Witness Audrey Miller

Executed as a deed by:

By: _____
Seth L. Harrison

In the presence of:

_____
Witness PRESTON BRICE

EXHIBIT 1

SCHEDULE C

PROJECT BUDGET PROCESS

The Board will review and approve the budget for each Project that has been approved by the Board, in the case of Projects being run through ATC. This approved budget will then become the basis for a quarterly rolling forecast process that will result in the quarterly financial reports referred to below. This rolling forecast process will be driven by Finance with the participation of operating management (Commercial and Research & Development). Revenue and expense budgets, and other items affecting cash flow, will be updated as part of this rolling forecast process. Management will implement a system of spending and other controls designed to ensure that Project budgets are not exceeded without further Board approval. Any new Projects that the General Partner recommends to be added to the ATC portfolio, and any discretionary extraordinary expense, will both require approval by the Board and a budget established (and approved by the Board) before spending can commence.

A substantially similar budgeting process will be undertaken with respect to Projects that are not being run through ATC, in which case the budgets will be reviewed and approved by the holders of a majority of the Preferred Units.

The General Partner will issue a financial report to the holders of the Preferred Units at least every calendar quarter, on or before the tenth working day of the month following each quarter (or other period) end, in a format to be agreed upon between the General Partner and the holders of a majority of the Preferred Units. This financial report will cover all entities within the Partnership structure, and will include Project income and expenses and operating costs, along with at least the following:

- Profit and loss and cash flow statements, in total and by major Project, showing actual versus budgeted results for the quarter (or other period) then ended and including explanations of major variances to budget. The report will also include a reconciliation of total expenditures and cash flows from inception through the reporting date.
- Detailed budget by major Project by quarter (or other period) for the next twelve months, including operating income and expenses by major category, and other items affecting cash flow (capital expenditures, upfront / milestone payments, deposits / advances).
- Summary budget by major Project for each of the following two years, including operating income and expenses, and other items affecting cash flow.

In addition, the General Partner will present a schedule showing anticipated capital calls for the next four quarters and subsequent two years, reconciled to the detailed and summary cash flow budgets.

In addition to providing the quarterly (or other period) financial report, the General Partner will present in person the Partnership's financial results and budget to the holders of the Preferred Units twice per year, generally in January and July. The presentation will be made at a time and place to be decided by the holders of a majority of the Preferred Units and agreed with the General Partner. In addition to presenting the most recent quarterly (or other period) financial report, the General Partner will present additional material to provide the holders of the Preferred Units with a more complete understanding of the state of the Partnership's current operations and planned achievement of its goals. Members of the General Partner's core management team will be made available to assist in the presentation as required.

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EXHIBIT 2

SCHEDULE C-1

OPERATING BUDGET PROCESS

1. The General Partner will propose a rolling three-year operating budget for the Partnership. This budget will (a) solely cover operating-type expenses that are not covered by an individual Project budget and (b) expressly exclude (i) any investments (which will be subject to the separate Project approval process), (ii) any non-discretionary items (such as taxes and tax distributions) and (iii) the Management Fee payable to the Management Company. Accordingly, there will not be any duplication and this budget will be for a net amount only.

2. Initially, there will be a budget for each of years 2015, 2016 and 2017. At some point late in 2015, a budget for 2018 will also be proposed. This process will continue on an annual basis, so a budget for the "rolling" third year will always be proposed annually.

3. The costs that will make up each budget will principally include: personnel (other than for Dr. Harrison and his assistant), legal, accounting, auditing, consultants, facilities (other than the portion allocated to the Management Company), due diligence expenses, travel and insurance. As noted above, to the extent any of these are already covered in a specific Project budget, they will be excluded.

4. The budget will be drawn against over time. If an approved budget is not fully-utilized in any year, there will not be any carry-forward of the unused amount. To provide some flexibility, an overage of up to 10% of the annual approved budgeted amount may be called if necessary, at the reasonable discretion of the General Partner.

5. The budget covering each year of the three-year rolling operating budget will be subject to approval by the holders of a majority of the Preferred Units in writing and, once so approved, the budget covering that year will not be subject to further approval.

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AMENDMENT NO. 3

AMENDMENT NO. 3 (this "Amendment"), dated September 1, 2014, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Each reference in the Agreement to a "Subsidiary" of an entity shall be interpreted to mean and include each enterprise, a majority of whose voting securities, are owned directly or indirectly by such entity.

2. Paragraph 2(n) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(n) ATC Board. The board of directors of ATC (the "Board") shall consist of five individuals, three of whom shall be appointed by the holders of a majority of the Preferred Units and two of whom shall be appointed by the General Partner; provided, however, that if the General Partner has been removed as general partner of the Partnership pursuant to Paragraph 4(a), the Board shall consist solely of three individuals appointed by the holders of a majority of the Preferred Units. Subject to the terms of this Agreement, the Board shall have the sole and exclusive authority, by majority vote of its members (including all members appointed by the holders of a majority of the Preferred Units), to approve investments by ATC in Projects (as defined below), together with a budget for each Project (which may be for more than a single year and may include milestone-based payments), which Projects and budgets have been proposed by ATC's management. A description of the budgeting process to be undertaken by the Board is attached hereto as Schedule C. Without the approval of at least 80% of its members (including all members appointed by the holders of a majority of the Preferred Units), the Board shall not cause ATC to: (i) declare dividends or other distributions (except in accordance with a budget approved by the Board or as described below); (ii) effect any liquidation, dissolution or winding up of ATC; (iii) effect any consolidation or merger of ATC into or with any other entity or entities, or any sale or other disposition of a substantial portion of the assets of ATC; (iv) issue securities of ATC (other than to the Partnership or an Intermediary); (v) borrow or issue guarantees; or (vi) approve the transfer of any securities of ATC. The Board shall cause ATC to enter into an agreement with the General Partner for the day-to-day operations of ATC to be managed by the General Partner or its designee in a form approved in writing by the holders of a majority of the Preferred Units (the "Operating Agreement"); provided that no compensation shall be paid by ATC to the General Partner or its designee, the Management Company, Dr. Harrison or their respective affiliates pursuant thereto. Notwithstanding the foregoing, the General Partner shall cause ATC to distribute promptly to the Partnership any amounts received by ATC from its Subsidiaries which remain after ATC has made or established appropriate reserves for paying its expenses, liabilities and other obligations (including investments in Projects pursuant to a budget approved by the Board). To the maximum extent practicable, ATC

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shall fund its operations (including investments in Projects) from capital contributions coming directly or indirectly from the Partnership, rather than through the recycling of ATC income or distributions (including distributions received by ATC from its Subsidiaries. The holders of a majority of the Preferred Units may, at their sole option at any time or times, require the General Partner to constitute boards of directors for any or all of the Subsidiaries of ATC, substantially on the same basis, and with the same authority, as the Board. In the absence of such a board being established for any Subsidiary of ATC, such Subsidiary shall not take any action prohibited by clauses (i) through (vi) above (as if such clause referred to such Subsidiary rather than ATC), except with the prior written consent of the holders of a majority of the Preferred Units or in accordance with a budget approved by the Board. As used in this Agreement, the term "Projects" means investments in pharmaceutical, medical device and other medically-related companies, projects and related activities that are made directly by the Partnership or indirectly by it through Intermediaries, as well as through ATC."

3. Paragraph 5(a)(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:

"Unless otherwise approved by the holders of a majority of the Preferred Units in writing, the General Partner may only call capital, as of any time, in amounts sufficient to enable the Partnership, ATC and the Intermediaries (including, without limitation, Subsidiaries and Operating Companies), as applicable, to (A) pay Partnership, ATC and Intermediary expenses then existing or reasonably anticipated to be incurred within the next six-month period, (B) pay other Partnership, ATC and Intermediary non-discretionary items (such as taxes and tax distributions) and satisfy other Partnership, ATC and Intermediary expenses and obligations incurred in the ordinary course of business, (C) pay the Management Fee for the next 12-month period, (D) invest in Projects approved by the Board in accordance with a Board-approved budget, in the case of Projects being run through ATC, (E) invest in Projects approved by the holders of a majority of the Preferred Units in writing in accordance with a budget therefor approved by such holders of Preferred Units, in the case of Projects not being run through ATC, (F) pay other Partnership, ATC and Intermediary operating expenses that are covered by a budget proposed by the General Partner and approved by the holders of a majority of the Preferred Units in writing in accordance with Schedule C-1, and (G) have a reserve not exceeding $15 million at any one time for investing in the Late-Stage Investment Pool (as defined in Paragraph 8(c)). Notwithstanding the foregoing, unless otherwise approved by the holders of a majority of the Preferred Units in writing or the Board, (i) capital calls in respect of all indemnification obligations pursuant to Paragraph 15 shall not exceed in the aggregate the greater of (Y) 20% of the Partnership's contributed capital or (Z) $50 million, and (ii) in the case of a capital call pursuant to clause (D) or (E) of the preceding sentence that is made on a basis accelerated from that set forth in an approved Project budget, the General Partner (a) represents in writing to the Partners that it has a good faith belief that the Project (or portion thereof covered by such budget) will be completed within the aggregate amount budgeted therefor and (b) provided the Board or the holders of the Preferred Units, as the case may be, with a reasonably detailed and diligenced presentation supporting such representation; provided, however, that no approval by the Board or the holders of Preferred Units shall be required with respect to organizational expenses of the Partnership and its related entities."

4. Paragraph 8(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Timing of Other Distributions. The General Partner shall cause the Partnership to distribute in cash to the Partners, promptly from time to time, any amounts held by the Partnership which remain after the Partnership has made, or established reserves to make, tax distributions and Tracking Unit distributions which are required by Paragraphs 8(a) and (b), respectively, except to the extent that the General Partner reasonably determines that such amounts may be necessary for paying Partnership, Intermediary and ATC expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets) and establishing reserves therefor, in each case in accordance with budgets approved by the Board or as provided for in this Agreement in the case of the Management Fee and indemnification obligations, or as otherwise determined by the General Partner with the prior written consent of the holders of a majority of the Preferred Units. The Partnership may, at the discretion of the General Partner and with the prior written consent of the holders of a majority of the Preferred Units, distribute to the Partners at any time additional amounts in cash or in kind. To the maximum extent practicable, each Intermediary, ATC and each Subsidiary shall fund its operations (including investments in Projects) from capital contributions coming directly or indirectly from the Partnership, rather than through the recycling of their own income or distributions (including distributions received from entities in which they have an ownership interest). Without limitation on the foregoing, the General Partner shall cause each Subsidiary of ATC to distribute promptly to ATC any amounts which remain after such Subsidiary has made or established appropriate reserves for paying its expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets). Notwithstanding the foregoing provisions of this Paragraph 8(c), the General Partner may designate up to $50 million in the aggregate of capital contributions made by the Partners to the Partnership for investment by the Partnership in minority positions in late-stage privately held companies, initial public offerings and publicly held companies, which investments the General Partner anticipates will be liquidated within 24-months of the respective dates on which they are made (the "Late-Stage Investment Pool"). The General Partner hereby designates the $25,229,439 previously invested by the Partnership in Aurinia, Zafgen, Dermira, Cerecor, ProQR and Tokai as part of the Late-Stage Investment Pool, leaving a remaining balance of $24,770,561 for future designation. The General Partner may cause the Partnership to continue to reinvest the proceeds realized by the Partnership from Late-Stage Investment Pool liquidations in other Late-Stage Investment Pool investments, provided that any net profits realized by the Partnership on an aggregate basis from Late-Stage Investment Pool liquidations may not be reinvested. Any Late-Stage Investment Pool investments may be made by the Partnership directly or indirectly. In addition to and notwithstanding the foregoing, at the discretion of the General Partner and with the prior written consent of the holders of a majority of the Preferred Units, the General Partner may cause the Partnership, any Intermediary, ATC or any Subsidiary to reinvest its income or any distributions or other proceeds received by it, rather than causing such amounts to be distributed to the Partners or any higher tier entity.

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

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

7070/11922-015 current/44910393v3

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____

Title: _____

In the presence of:

_____

Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____

Title: DIRECTOR

In the presence of:

_____

Witness Andrea Miller

Executed as a deed by:

By: _____

Seth L. Harrison

In the presence of:

_____

Maja Nowak

7070/11922-015 current/44910393v3

AMENDMENT NO. 4

AMENDMENT NO. 4 (this "Amendment"), dated April 1, 2015, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

Paragraph 8(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Timing of Other Distributions. The General Partner shall cause the Partnership to distribute in cash to the Partners, promptly from time to time, any amounts held by the Partnership which remain after the Partnership has made, or established reserves to make, tax distributions and Tracking Unit distributions which are required by Paragraphs 8(a) and (b), respectively, except to the extent that the General Partner reasonably determines that such amounts may be necessary for paying Partnership, Intermediary and ATC expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets) and establishing reserves therefor, in each case in accordance with budgets approved by the Board or as provided for in this Agreement in the case of the Management Fee and indemnification obligations, or as otherwise determined by the General Partner with the prior written consent of the holders of a majority of the Preferred Units. The Partnership may, at the discretion of the General Partner and with the prior written consent of the holders of a majority of the Preferred Units, distribute to the Partners at any time additional amounts in cash or in kind. To the maximum extent practicable, each Intermediary, ATC and each Subsidiary shall fund its operations (including investments in Projects) from capital contributions coming directly or indirectly from the Partnership, rather than through the recycling of their own income or distributions (including distributions received from entities in which they have an ownership interest). Without limitation on the foregoing, the General Partner shall cause each Subsidiary of ATC to distribute promptly to ATC any amounts which remain after such Subsidiary has made or established appropriate reserves for paying its expenses, liabilities and other obligations (including investments in Projects consistent with the applicable budgets). Notwithstanding the foregoing provisions of this Paragraph 8(c), the General Partner may designate up to $50 million in the aggregate of capital contributions made by the Partners to the Partnership for investment by the Partnership in minority positions in late stage privately held companies, initial public offerings and publicly held companies, which investments the General Partner anticipates will be liquidated within 24 months of the respective dates on which they are made (the "Late Stage Investment Pool"). The General Partner hereby designates the $32,289,678 previously invested by the Partnership in Aurinia, Zafgen, Dermira, Cerecor, ProQR, Tokai, Titan and Nivalis (f/k/a N30) as part of the Late Stage Investment Pool, leaving a remaining balance of $17,710,322 for future designation. The General Partner may cause the Partnership to continue to reinvest the proceeds realized by the Partnership from Late Stage Investment Pool liquidations in other Late Stage Investment Pool investments or use such proceeds for other Partnership purposes, including, without limitation, payment of expenses, liabilities and other obligations and investment in Projects. The General Partner shall advise the holders of the Preferred Units as to the amount of such proceeds used for other Partnership purposes and, the amount thereof

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shall be deemed, on a *pro rata* basis among such holders in accordance with their respective Contingent Subscriptions, to reduce any outstanding capital calls to such holders, to the extent thereof, with the reduced amount of such calls being treated as if such calls had never been made and, to the extent of any such holder's share of proceeds in excess of its outstanding capital calls, to be an advance capital contribution by such holder. Any Late Stage Investment Pool investments may be made by the Partnership directly or indirectly. In addition to and notwithstanding the foregoing, at the discretion of the General Partner and with the prior written consent of the holders of a majority of the Preferred Units, the General Partner may cause the Partnership, any Intermediary, ATC or any Subsidiary to reinvest its income or any distributions or other proceeds received by the Partnership, rather than causing such amounts to be distributed to the Partners or any higher tier entity."

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

LIMITED PARTNERS

Executed as a deed by:

[illegible] International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: DIRECTOR

In the presence of:

_____
Witness

Executed as a deed by:

By: _____
Seth L. Harrison

In the presence of:

_____
Witness

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AMENDMENT NO. 5

AMENDMENT NO. 5 (this "Amendment"), dated May 11, 2015, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Paragraph 2(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Management Agreement. The General Partner shall cause the Partnership to enter into a management agreement with the Management Company effective July 1, 2015, in the form attached hereto as Schedule A (as amended from time to time, the "Management Agreement"), to supersede the existing management agreement between ATC and the Management Company. The Management Agreement shall not be terminated prior to the time set forth in Paragraph 5 thereof or amended, and none of its provisions shall be waived, in each case without the prior written consent of the holders of a majority of the Preferred Units (as defined in Paragraph 6(c))."

2. No additional funds may be designated in the future as being attributable to the Late Stage Investment Pool and all references to the Late Stage Investment Pool in the Partnership Agreement are hereby deleted; *provided that*, the General Partner may continue to cause the Partnership to reinvest the proceeds realized by the Partnership from liquidations of Late Stage Investment Pool investments existing on the date of this Amendment or use such proceeds for other Partnership purposes, including, without limitation, payment of expenses, liabilities and other obligations and investments in Projects; and *provided further*, that the General Partner shall advise the holders of the Preferred Units as to the amount of such proceeds used for other Partnership purposes and, the amount thereof shall be deemed, on a *pro rata* basis among such holders in accordance with their respective Contingent Subscriptions, to reduce any outstanding capital calls to such holders, to the extent thereof, with the reduced amount of such calls being treated as if such calls had never been made and, to the extent of any such holder's share of proceeds in excess of its outstanding capital calls, to be an advance capital contribution by such holder.

3. No additional Tracking Units shall be issued by the Partnership and the General Partner shall use reasonable commercial efforts to enter into agreements with the holders of existing Tracking Units to replace such Tracking Units with direct equity interests in the Partnership's portfolio companies.

4. The existing Schedule E to the Partnership Agreement is deleted in its entirety and replaced by a new Schedule E in the form attached hereto. Furthermore, (i) up to 198,635

Incentive Common Units may be issued, instead of up to 158,823 such units, (ii) authorized and outstanding Incentive Common Units shall no longer be subject to reduction, and (iii) the definition of "Incentive Percentage" in Paragraph 8(d)(ii)(A) of the Partnership Agreement is changed to mean, at any time, the Incentive Percentage if all Incentive Common Units were issued (determined in accordance with Schedule E), multiplied by the number of issued Incentive Common Units as of such time and divided by 198,635.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

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LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____

Title: Director

In the presence of:

_____

Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____

Title: DIRECTOR

In the presence of:

_____

Witness

Executed as a deed by:

By: _____

Seth L. Harrison

In the presence of:

_____ Maja Nowak

Witness

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SCHEDULE A

MANAGEMENT AGREEMENT

AGREEMENT dated July 1, 2015 (as amended from time to time, this "Agreement"), between Apple Tree Venture Management, LLC, a Delaware limited liability company (the "Management Company"), and Apple Tree Partners IV, L.P., a Cayman Islands exempted limited partnership (the "Partnership").

In consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given them in the First Amended and Restated Limited Partnership Agreement of the Partnership dated November 1, 2012 (as the same may be amended from time to time, the "Partnership Agreement").

2. Management Company Duties. The Management Company shall (i) identify prospective investment opportunities for the Partnership in pharmaceutical, medical device and other medically-related companies and business projects and (ii) provide assistance to the Partnership in evaluating such investment opportunities. Notwithstanding the services provided by the Management Company, the Management Company shall not be authorized to manage the affairs of, act in the name of, or bind the Partnership.

3. Payment of Expenses. The Management Company agrees to pay (a) all compensation of Dr. Harrison and his administrative assistant in their capacities as employees of the Management Company; and (b) a pro rata share of the Partnership's facilities and other overhead expenses, based on the portion of such facilities used by the Management Company. The Partnership shall pay all other expenses properly chargeable to its affairs which are not reimbursed by its portfolio companies.

4. Management Fee. The Partnership shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $2 million or such greater amount as may be approved by the holders of a majority of the Preferred Units. The Management Fee for each year shall be reduced by (i) any director's fees, consulting fees or other remuneration paid to the Management Company, the members and employees of the Management Company, the General Partner, Dr. Harrison or any of their respective affiliates (other than the Partnership or its portfolio companies) in cash, securities or otherwise for services rendered to portfolio companies; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units. Any securities or other property received in kind (with the prior written consent of the holders of a majority of the Preferred Units) shall be valued at the time they are reduced to cash or cash equivalents for purposes of the foregoing reduction to the Management Fee. The Management Fee for each year shall also be reduced for "deemed contributions" as provided in Part B of Schedule D of the Partnership Agreement. Payments of the Management Fee shall be made in advance at the beginning of each

calendar quarter in each year in an amount determined by the Management Company but not more than 25% of the maximum aggregate amount of the Management Fee for such year. The amount of the fees and other remuneration paid or remitted to the Management Company, the General Partner, Dr. Harrison or any such affiliates from the Partnership's portfolio companies shall be computed for each year, and any net amount due the Partnership from the Management Company or the Management Company from the Partnership shall be remitted within 30 days after such computation. Notwithstanding anything to the contrary in this Paragraph 4, no calendar quarter Management Fee shall be reduced by more than $150,000. If in any calendar quarter any reductions described above would cause the Management Fee otherwise payable to be reduced by more than $150,000, the excess amount of such reductions shall be carried forward on a quarter-by-quarter basis.

5. Term of Agreement. This Agreement shall terminate upon the earlier of (i) the completion of liquidation of the Partnership and (ii) the removal of the General Partner pursuant to Paragraph 4 of the Partnership Agreement; provided, however, that the Management Fee shall continue to be paid for an additional 45 days following any such removal of the General Partner.

6. Termination and Amendment. This Agreement shall not be terminated prior to the time set forth in Paragraph 5 or amended, and none of its provisions shall be waived, in each case without the written consent of the parties hereto and the holders of a majority of the Preferred Units.

7. Independent Contractor. The relationship of the Management Company to the Partnership is that of an independent contractor and neither this Agreement nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

9. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

10. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

APPLE TREE PARTNERS IV, L.P.
By: ATP III GP, Ltd., its general partner

By: _____
Seth L. Harrison
Director

APPLE TREE VENTURE MANAGEMENT, LLC

By: _____
Seth L. Harrison
Managing Member

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SCHEDULE E

UNIT REDUCTION SCHEDULE

	Authorized Number of Common Units						Example with 75% of Incentive Common Units Issued			
Preferred Unit Capital Contributions	Investment	Incentive	Founder	Incentive Percentage if all Incentive Issued	Founder Percentage if all Incentive Issued	Investment Percentage if all Incentive Issued	Outstanding Incentive Common Units	Incentive Percentage	Founder Percentage	Investment Percentage
100,000,000	900,000	198,635	225,000	18.76%	16.25%	64.99%	148,976	14.07%	17.19%	68.74%
110,000,000	900,000	198,635	218,012	18.45%	15.90%	65.65%	148,976	13.84%	16.80%	69.36%
120,000,000	900,000	198,635	211,111	18.14%	15.55%	66.31%	148,976	13.60%	16.42%	69.98%
130,000,000	900,000	198,635	204,294	17.82%	15.20%	66.97%	148,976	13.37%	16.03%	70.61%
140,000,000	900,000	198,635	197,561	17.51%	14.85%	67.64%	148,976	13.13%	15.64%	71.23%
150,000,000	900,000	198,635	190,909	17.20%	14.49%	68.31%	148,976	12.90%	15.24%	71.86%
160,000,000	900,000	198,635	184,337	16.89%	14.13%	68.99%	148,976	12.66%	14.85%	72.49%
170,000,000	900,000	198,635	177,844	16.57%	13.77%	69.66%	148,976	12.43%	14.45%	73.12%
180,000,000	900,000	198,635	171,429	16.26%	13.40%	70.34%	148,976	12.20%	14.05%	73.76%
190,000,000	900,000	198,635	165,089	15.95%	13.03%	71.02%	148,976	11.96%	13.65%	74.39%
200,000,000	900,000	198,635	158,824	15.64%	12.65%	71.71%	148,976	11.73%	13.24%	75.03%
210,000,000	900,000	198,635	152,632	15.32%	12.28%	72.40%	148,976	11.49%	12.83%	75.67%
220,000,000	900,000	198,635	146,512	15.01%	11.90%	73.09%	148,976	11.26%	12.42%	76.32%
230,000,000	900,000	198,635	140,462	14.70%	11.52%	73.79%	148,976	11.02%	12.01%	76.96%
240,000,000	900,000	198,635	134,483	14.39%	11.13%	74.49%	148,976	10.79%	11.60%	77.61%
250,000,000	900,000	198,635	128,571	14.07%	10.74%	75.19%	148,976	10.55%	11.18%	78.26%
260,000,000	900,000	198,635	122,727	13.76%	10.35%	75.89%	148,976	10.32%	10.76%	78.92%
270,000,000	900,000	198,635	116,949	13.45%	9.95%	76.60%	148,976	10.09%	10.34%	79.57%
280,000,000	900,000	198,635	111,236	13.14%	9.56%	77.31%	148,976	9.85%	9.92%	80.23%
290,000,000	900,000	198,635	105,587	12.82%	9.15%	78.02%	148,976	9.62%	9.49%	80.89%
300,000,000	900,000	198,635	100,000	12.51%	8.75%	78.74%	148,976	9.38%	9.06%	81.56%
310,000,000	900,000	198,635	100,000	12.42%	8.76%	78.82%	148,976	9.32%	9.07%	81.62%
320,000,000	900,000	198,635	100,000	12.33%	8.77%	78.90%	148,976	9.25%	9.08%	81.68%
330,000,000	900,000	198,635	100,000	12.24%	8.78%	78.98%	148,976	9.18%	9.08%	81.74%

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340,000,000	900,000	198,635	100,000	12.15%	8.78%	79.06%	148,976	9.11%	9.09%	81.80%
350,000,000	900,000	198,635	100,000	12.06%	8.79%	79.14%	148,976	9.05%	9.10%	81.86%
360,000,000	900,000	198,635	100,000	11.97%	8.80%	79.22%	148,976	8.98%	9.10%	81.92%
370,000,000	900,000	198,635	100,000	11.88%	8.81%	79.30%	148,976	8.91%	9.11%	81.98%
380,000,000	900,000	198,635	100,000	11.79%	8.82%	79.38%	148,976	8.85%	9.12%	82.04%
390,000,000	900,000	198,635	100,000	11.71%	8.83%	79.47%	148,976	8.78%	9.12%	82.10%
400,000,000	900,000	198,635	100,000	11.62%	8.84%	79.55%	148,976	8.71%	9.13%	82.16%
410,000,000	900,000	198,635	100,000	11.53%	8.85%	79.63%	148,976	8.64%	9.14%	82.22%
420,000,000	900,000	198,635	100,000	11.44%	8.86%	79.71%	148,976	8.58%	9.14%	82.28%
430,000,000	900,000	198,635	100,000	11.35%	8.87%	79.79%	148,976	8.51%	9.15%	82.34%
440,000,000	900,000	198,635	100,000	11.26%	8.87%	79.87%	148,976	8.44%	9.16%	82.40%
450,000,000	900,000	198,635	100,000	11.17%	8.88%	79.95%	148,976	8.38%	9.16%	82.46%
460,000,000	900,000	198,635	100,000	11.08%	8.89%	80.03%	148,976	8.31%	9.17%	82.52%
470,000,000	900,000	198,635	100,000	10.99%	8.90%	80.11%	148,976	8.24%	9.18%	82.58%
480,000,000	900,000	198,635	100,000	10.90%	8.91%	80.19%	148,976	8.18%	9.18%	82.64%
490,000,000	900,000	198,635	100,000	10.81%	8.92%	80.27%	148,976	8.11%	9.19%	82.70%
500,000,000	900,000	198,635	100,000	10.72%	8.93%	80.35%	148,976	8.04%	9.20%	82.76%
510,000,000	900,000	198,635	100,000	10.63%	8.94%	80.43%	148,976	7.97%	9.20%	82.82%
520,000,000	900,000	198,635	100,000	10.54%	8.95%	80.51%	148,976	7.91%	9.21%	82.88%
530,000,000	900,000	198,635	100,000	10.45%	8.95%	80.59%	148,976	7.84%	9.22%	82.94%
540,000,000	900,000	198,635	100,000	10.36%	8.96%	80.67%	148,976	7.77%	9.22%	83.00%
550,000,000	900,000	198,635	100,000	10.27%	8.97%	80.75%	148,976	7.71%	9.23%	83.06%
560,000,000	900,000	198,635	100,000	10.18%	8.98%	80.83%	148,976	7.64%	9.24%	83.13%
570,000,000	900,000	198,635	100,000	10.10%	8.99%	80.91%	148,976	7.57%	9.24%	83.19%
580,000,000	900,000	198,635	100,000	10.01%	9.00%	80.99%	148,976	7.50%	9.25%	83.25%
590,000,000	900,000	198,635	100,000	9.92%	9.01%	81.08%	148,976	7.44%	9.26%	83.31%
600,000,000	900,000	198,635	100,000	9.83%	9.02%	81.16%	148,976	7.37%	9.26%	83.37%
610,000,000	900,000	198,635	100,000	9.74%	9.03%	81.24%	148,976	7.30%	9.27%	83.43%
620,000,000	900,000	198,635	100,000	9.65%	9.04%	81.32%	148,976	7.24%	9.28%	83.49%
630,000,000	900,000	198,635	100,000	9.56%	9.04%	81.40%	148,976	7.17%	9.28%	83.55%
640,000,000	900,000	198,635	100,000	9.47%	9.05%	81.48%	148,976	7.10%	9.29%	83.61%
650,000,000	900,000	198,635	100,000	9.38%	9.06%	81.56%	148,976	7.04%	9.30%	83.67%
660,000,000	900,000	198,635	100,000	9.29%	9.07%	81.64%	148,976	6.97%	9.30%	83.73%
670,000,000	900,000	198,635	100,000	9.20%	9.08%	81.72%	148,976	6.90%	9.31%	83.79%

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680,000,000	900,000	198,635	100,000	9.11%	9.06%	81.80%	148,976	6.83%	9.32%	83.85%
690,000,000	900,000	198,635	100,000	9.02%	9.10%	81.88%	148,976	6.77%	9.32%	83.91%
700,000,000	900,000	198,635	100,000	8.93%	9.11%	81.96%	148,976	6.70%	9.33%	83.97%
710,000,000	900,000	198,635	100,000	8.84%	9.12%	82.04%	148,976	6.63%	9.34%	84.03%
720,000,000	900,000	198,635	100,000	8.75%	9.12%	82.12%	148,976	6.57%	9.34%	84.09%
730,000,000	900,000	198,635	100,000	8.68%	9.13%	82.20%	148,976	6.50%	9.35%	84.15%
740,000,000	900,000	198,635	100,000	8.58%	9.14%	82.28%	148,976	6.43%	9.36%	84.21%
750,000,000	900,000	198,635	100,000	8.49%	9.15%	82.36%	148,976	6.36%	9.36%	84.27%
760,000,000	900,000	198,635	100,000	8.40%	9.16%	82.44%	148,976	6.30%	9.37%	84.33%
770,000,000	900,000	198,635	100,000	8.31%	9.17%	82.52%	148,976	6.23%	9.38%	84.39%
780,000,000	900,000	198,635	100,000	8.22%	9.18%	82.60%	148,976	6.16%	9.38%	84.45%
790,000,000	900,000	198,635	100,000	8.13%	9.19%	82.68%	148,976	6.10%	9.39%	84.51%
800,000,000	900,000	198,635	100,000	8.04%	9.20%	82.77%	148,976	6.03%	9.40%	84.57%
810,000,000	900,000	198,635	100,000	7.95%	9.21%	82.85%	148,976	5.96%	9.40%	84.63%
820,000,000	900,000	198,635	100,000	7.86%	9.21%	82.93%	148,976	5.89%	9.41%	84.69%
830,000,000	900,000	198,635	100,000	7.77%	9.22%	83.01%	148,976	5.83%	9.42%	84.76%
840,000,000	900,000	198,635	100,000	7.68%	9.23%	83.09%	148,976	5.76%	9.42%	84.82%
850,000,000	900,000	198,635	100,000	7.59%	9.24%	83.17%	148,976	5.69%	9.43%	84.88%
860,000,000	900,000	198,635	100,000	7.50%	9.25%	83.25%	148,976	5.63%	9.44%	84.94%
870,000,000	900,000	198,635	100,000	7.41%	9.26%	83.33%	148,976	5.56%	9.44%	85.00%
880,000,000	900,000	198,635	100,000	7.32%	9.27%	83.41%	148,976	5.49%	9.45%	85.06%
890,000,000	900,000	198,635	100,000	7.23%	9.28%	83.49%	148,976	5.43%	9.46%	85.12%
900,000,000	900,000	198,635	100,000	7.14%	9.29%	83.57%	148,976	5.36%	9.46%	85.18%
910,000,000	900,000	198,635	100,000	7.05%	9.29%	83.65%	148,976	5.29%	9.47%	85.24%
920,000,000	900,000	198,635	100,000	6.97%	9.30%	83.73%	148,976	5.22%	9.48%	85.30%
930,000,000	900,000	198,635	100,000	6.88%	9.31%	83.81%	148,976	5.16%	9.48%	85.36%
940,000,000	900,000	198,635	100,000	6.79%	9.32%	83.89%	148,976	5.09%	9.49%	85.42%
950,000,000	900,000	198,635	100,000	6.70%	9.33%	83.97%	148,976	5.02%	9.50%	85.48%
960,000,000	900,000	198,635	100,000	6.61%	9.34%	84.05%	148,976	4.96%	9.50%	85.54%
970,000,000	900,000	198,635	100,000	6.52%	9.35%	84.13%	148,976	4.89%	9.51%	85.60%
980,000,000	900,000	198,635	100,000	6.43%	9.36%	84.21%	148,976	4.82%	9.52%	85.66%
990,000,000	900,000	198,635	100,000	6.34%	9.37%	84.29%	148,976	4.75%	9.52%	85.72%
1,000,000,000	900,000	198,635	100,000	6.25%	9.38%	84.38%	148,976	4.69%	9.53%	85.78%
>$1,000,000,000	900,000	198,635	100,000	6.25%	9.38%	84.38%	148,976	4.69%	9.53%	85.78%

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7070/11922-015 current/50143185v3

CONFIDENTIAL

7070/11922-015 current/50143185v3

AMENDMENT NO. 6

AMENDMENT NO. 6 (this "Amendment"), dated December 31, 2015, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. All references in the Agreement (including the Schedules thereto) to Dr. Harrison shall mean and include Dr. Harrison and/or his heirs, legal representatives or permitted transferees, as applicable, including, without limitation, Les Pommes LLC, unless the context otherwise requires.

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

3. By his execution hereof, Dr. Harrison agrees to indemnify and hold harmless Ezbon and Blue Horizon from and against any losses sustained by them as a result of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

7070/11922-015 current/53625463v2

JX-6

CONFIDENTIAL

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____

Title: for and on behalf of M.C.R.S. Ltd, Director

In the presence of:

_____

Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____

Title: DIRECTOR

In the presence of:

Marc Mahler _____

Witness

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

Les Pommes LLC

By:

Title: Manager

In the presence of:

Witness

AMENDMENT NO. 7

AMENDMENT NO. 7 (this "Amendment"), dated May 31, 2017, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Paragraph 2(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Management Agreement. The General Partner shall cause the Partnership to enter into a management agreement with the Management Company dated May 31, 2017, in the form attached hereto as Schedule A (as amended from time to time, the "Management Agreement"), to supersede the existing management agreement between the Partnership and the Management Company. The Management Agreement shall not be terminated prior to the time set forth in Paragraph 5 thereof or amended, and none of its provisions shall be waived, in each case without the prior written consent of the holders of a majority of the Preferred Units (as defined in Paragraph 6(c))."

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

7070/11922-015 CURRENT/78127631v9

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CONFIDENTIAL

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: Andreas Kouppas

Title: On behalf of NCSD Director

In the presence of:

Witness ELENA CONSTANTINOU

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: Yury Bogdanov

Title: Director

In the presence of:

Witness Alexey Tokovinin

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness Stephanie Lazarus

Executed as a deed by:

LES POMMES LLC

By:

Title: Manager

In the presence of:

Witness Stephanie Lazarus

7070/11922-015 CURRENT/78127631v9

SCHEDULE A

MANAGEMENT AGREEMENT

AGREEMENT dated May 31, 2017 (as amended from time to time, this "Agreement"), between Apple Tree Venture Management, LLC, a Delaware limited liability company (the "Management Company"), and Apple Tree Partners IV, L.P., a Cayman Islands exempted limited partnership (the "Partnership").

In consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto agree, effective from and after January 1, 2016, as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given them in the First Amended and Restated Limited Partnership Agreement of the Partnership dated November 1, 2012 (as the same may be amended from time to time, the "Partnership Agreement").

2. Management Company Duties. The Management Company shall (i) identify prospective investment opportunities for the Partnership in pharmaceutical, medical device and other medically-related companies and business projects and (ii) provide assistance to the Partnership in evaluating such investment opportunities. Notwithstanding the services provided by the Management Company, the Management Company shall not be authorized to manage the affairs of, act in the name of, or bind the Partnership.

3. Payment of Expenses. The Partnership shall pay, or shall cause Apple Tree Life Sciences, Inc. ("ATLS"), a wholly-owned subsidiary of the Partnership, to pay all reasonable business expenses properly chargeable to their affairs which are not reimbursed by the Partnership's portfolio companies and which are covered by a budget adopted in accordance with the provisions of the Partnership's limited partnership agreement or are otherwise approved in writing by the holders of a majority of the Preferred Units.

4. Management Fee. The Partnership shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $2,000,000 or such greater amount as may be approved by the holders of a majority of the Preferred Units. The Management Fee shall be used to compensate Dr. Harrison. The Management Fee for each year shall be reduced by any director's fees, consulting fees or other remuneration paid to the Management Company, the members and employees of the Management Company, the General Partner, Dr. Harrison or any of their respective affiliates (other than the Partnership or its portfolio companies) in cash, securities or otherwise for services rendered to portfolio companies; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units; and provided further, however, that up to $30,000 or such greater amount as may be approved by the holders of a majority of the Preferred Units may be paid annually by ATLS to Dr. Harrison, which amount shall not reduce the Management Fee. Any securities or other property received in kind (with the prior written consent of the holders of a majority of the

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Preferred Units) shall be valued at the time they are reduced to cash or cash equivalents for purposes of the foregoing reduction to the Management Fee. Payments of the Management Fee shall be made in advance at the beginning of each calendar quarter in each year in an amount determined by the Management Company but not more than 25% of the maximum aggregate amount of the Management Fee for such year. The amount of the fees and other remuneration paid or remitted to the Management Company, the General Partner, Dr. Harrison or any such affiliates from the Partnership's portfolio companies shall be computed for each year, and any net amount due the Partnership from the Management Company or the Management Company from the Partnership shall be remitted within 30 days after such computation.

5. Term of Agreement. This Agreement shall terminate upon the earlier of (i) the completion of liquidation of the Partnership and (ii) the removal of the General Partner pursuant to Paragraph 4 of the Partnership Agreement; provided, however, that the Management Fee shall continue to be paid for an additional 45 days following any such removal of the General Partner.

6. Termination and Amendment. This Agreement shall not be terminated prior to the time set forth in Paragraph 5 or amended, and none of its provisions shall be waived, in each case without the written consent of the parties hereto and the holders of a majority of the Preferred Units.

7. Independent Contractor. The relationship of the Management Company to the Partnership is that of an independent contractor and neither this Agreement nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

9. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

10. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

APPLE TREE PARTNERS IV, L.P.
By: ATP III GP, Ltd., its general partner

By: _____
Seth L. Harrison
Director

APPLE TREE VENTURE MANAGEMENT, LLC

By: _____
Seth L. Harrison
Managing Member

CONFIDENTIAL

AMENDMENT NO. 8

AMENDMENT NO. 8 (this "Amendment"), dated August 9, 2017, to the First Amended and Restated Limited Partnership Agreement (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms used without definition herein shall have the respective meanings specified therefor in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Paragraph 2(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Management Agreement. The General Partner shall cause the Partnership to enter into an amendment to the management agreement with the Management Company dated May 31, 2017 (as amended from time to time, the "Management Agreement"), to provide in Section 4 thereof that the minimum wage requirements of New York City or such greater amount as may be approved by the holders of a majority of the Preferred Units may be paid annually by ATLS to Dr. Harrison without reducing the Management Fee. The Management Agreement shall not be terminated prior to the time set forth in Paragraph 5 thereof or amended, and none of its provisions shall be waived, in each case without the prior written consent of the holders of a majority of the Preferred Units (as defined in Paragraph 6(c))."

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

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CONFIDENTIAL

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: [signature]
Title: On behalf of MCRS Ltd

In the presence of:

[signature]
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: Yuri Bogdanov
Title: Director

In the presence of:

Alexey Yakovlev
Witness

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

LES POMMES LLC

By: _____
Title: _____

In the presence of:

Witness

CONFIDENTIAL

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

_____
Seth L. Harrison

In the presence of:

_____
Witness

Executed as a deed by:

LES POMMES LLC

By: _____
Title: Manager

In the presence of:

_____
Witness

AMENDMENT

AMENDMENT (this "Amendment") dated August 9, 2017, to the Management Agreement dated May 31, 2017 (the "Agreement"), between Apple Tree Venture Management, LLC, a Delaware limited liability company (the "Management Company"), and Apple Tree Partners IV, L.P., a Cayman Islands exempted limited partnership (the "Partnership").

In consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Section 4 of the Agreement is hereby amended and restated to read in its entirety as follows:

"4. Management Fee. The Partnership shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $2,000,000 or such greater amount as may be approved by the holders of a majority of the Preferred Units. The Management Fee shall be used to compensate Dr. Harrison. The Management Fee for each year shall be reduced by any director's fees, consulting fees or other remuneration paid to the Management Company, the members and employees of the Management Company, the General Partner, Dr. Harrison or any of their respective affiliates (other than the Partnership or its portfolio companies) in cash, securities or otherwise for services rendered to portfolio companies; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units; and provided further, however, that up to the minimum wage requirements of New York City or such greater amount as may be approved by the holders of a majority of the Preferred Units may be paid annually by ATLS to Dr. Harrison, which amount shall not reduce the Management Fee. If such minimum wage requirement increases at any time or from time to time, the Management Company shall promptly notify in writing the Partnership and the holders of a majority of the Preferred Units as to the amount of such increase. Any securities or other property received in kind (with the prior written consent of the holders of a majority of the Preferred Units) shall be valued at the time they are reduced to cash or cash equivalents for purposes of the foregoing reduction to the Management Fee. Payments of the Management Fee shall be made in advance at the beginning of each calendar quarter in each year in an amount determined by the Management Company but not more than 25% of the maximum aggregate amount of the Management Fee for such year. The amount of the fees and other remuneration paid or remitted to the Management Company, the General Partner, Dr. Harrison or any such affiliates from the Partnership's portfolio companies shall be computed for each year, and any net amount due the Partnership from the Management Company or the Management Company from the Partnership shall be remitted within 30 days after such computation."

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

APPLE TREE PARTNERS IV, L.P.
By: ATP III GP, Ltd., its general partner

By: _____
Seth L. Harrison
Director

APPLE TREE VENTURE MANAGEMENT, LLC

By: _____
Seth L. Harrison
Managing Member

EXECUTION COPY

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 9

AMENDMENT NO. 9 (this "**Amendment**") dated December 22, 2017 to the First Amended and Restated Limited Partnership Agreement, as amended (the "**Agreement**"), of Apple Tree Partners IV, L.P. (the "**Partnership**").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Eligible Companies**. Ezbon and Blue Horizon (together, the "**Subject Limited Partner**") designate Elstar Therapeutics, Inc. ("**Elstar**"), Stoke Therapeutics, Inc. ("**Stoke**") and Limelight Bio, Inc. ("**Limelight**") as "**Eligible Companies**".

Until the earlier of (i) January 1, 2021 and (ii) the date on which an Eligible Company is selected as the Designated Company (as defined below) by the Subject Limited Partner, the Subject Limited Partner shall have the following rights in relation to each Eligible Company and the following governance protocols shall apply in relation to the operation and management of each Eligible Company:

a. Board Observer. The General Partner shall use commercially reasonable efforts to cause the Partnership to appoint one observer selected by the Subject Limited Partner (the "**Board Observer**") to the board of directors (the "**Board**") of each Eligible Company. Each Board Observer shall be provided reasonable access to information reasonably requested by such Board Observer regarding their respective Eligible Company and its officers and employees including, without limitation, financial data, due diligence materials and scientific data related to the research and development of technologies of such Eligible Company. The General Partner shall use commercially reasonable efforts to cause each Eligible Company and its officers and employees to cooperate with the requests of the Board Observer for provision of such information. The Board Observer shall be subject to the confidentiality provisions of Paragraph 16(d) of the Agreement.

b. Syndication. The General Partner shall use commercially reasonable efforts not to permit the issuance of equity securities or instruments or securities convertible into equity securities to any person other than or in addition to the Partnership or a wholly-owned subsidiary of the Partnership (a "**Syndication**") by an Eligible Company in a financing; provided, that any financing that is incidental to a transaction with a strategic partner of such Eligible Company, which shall include business combinations, joint ventures or other similar arrangements, shall not constitute a Syndication.

c. Advisory Board. As soon as reasonably practicable following the execution of this Amendment and in any event prior to June 30, 2018, the General Partner shall use commercially reasonable efforts to organize an advisory board in respect of each Eligible Company (each an "**Advisory Board**" and collectively, the "**Advisory Boards**") constituting not fewer than three and not more than five persons with industry, financial, or scientific expertise in the therapeutic and technology areas applicable to the relevant Eligible Company, which Advisory Board members shall be proposed by the General Partner.

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The proposed members of each Advisory Board shall be subject to the reasonable approval of the Subject Limited Partner and the General Partner shall use commercially reasonable efforts to make the proposed members of each Advisory Board reasonably available to meet with the Subject Limited Partner prior to the Subject Limited Partner's approval of the members of each such Advisory Board. If the Subject Limited Partner does not approve the composition of the Advisory Board within 15 days after the proposed Advisory Board is presented to the Subject Limited Partner by the General Partner, the Subject Limited Partner and the General Partner shall negotiate reasonably and in good faith to identify alternative Advisory Board members satisfactory to the General Partner and the Subject Limited Partner, acting reasonably. If no agreement can be reached with respect to the composition of the Advisory Board, the Subject Limited Partner and the General Partner shall each be permitted to reasonably appoint two representatives to the Advisory Board with industry, financial, or scientific expertise in the therapeutic and technology areas applicable to the relevant Eligible Company, neither of whom shall be a proposed member previously rejected by the Subject Limited Partner or the General Partner.

Except in the circumstances described in the preceding sentence, the General Partner shall use commercially reasonable efforts to promptly replace any members of the Advisory Board who resign or are removed from such Advisory Board by the General Partner, which replacement Advisory Board members shall be subject to the approval of the Subject Limited Partner, acting reasonably.

Each Advisory Board shall assist the Subject Limited Partner in coming to an informed decision as to which one of the Eligible Companies the Subject Limited Partner shall select as the Designated Company. The General Partner shall use commercially reasonable efforts to provide such information as may from time to time be reasonably requested by the Advisory Board to assist the Subject Limited Partner in evaluating the applicable Eligible Company. The Advisory Boards shall also assist in making the Strategic Plan and Syndication Plan (each as defined below) in respect of the applicable Eligible Company. Each member of the Advisory Board shall be subject to the confidentiality provisions of Paragraph 16(d) of the Agreement.

d. Presentation of Initial Strategic Plans and Syndication Plans. The General Partner, the Subject Limited Partner, and the management of each Eligible Company with the assistance of the applicable Advisory Board shall, under the General Partner's leadership, work together to propose a strategic plan (a "**Strategic Plan**") for each Eligible Company. The General Partner shall use commercially reasonable efforts to present the proposed Strategic Plan for each Eligible Company to the Subject Limited Partner and the applicable Advisory Board not later than 60 days prior to the date on which such Strategic Plan is to be implemented. The General Partner and the Subject Limited Partner shall negotiate reasonably and in good faith to incorporate any changes to the Strategic Plan reasonably requested by the Subject Limited Partner.

In addition to such Strategic Plan, the General Partner, the Subject Limited Partner, and the management of each Eligible Company with the assistance of the applicable Advisory Board shall, under the General Partner's leadership, and in parallel with the development of the Strategic Plan, work together to propose a Syndication plan and an optimal Syndication strategy (a "**Syndication Plan**") for each Eligible Company, which shall provide for an optimal milestone for Syndication to commence (such Syndication commencement milestone, "**SCM**"), a budget for the attainment of such SCM and a budget to continue the applicable Eligible Company's development for a period of 12 months subsequent to the attainment of such SCM.

For the avoidance of doubt, each of the Strategic Plans and Syndication Plans shall identify key developmental milestones (each, a "**Milestone**") and a reasonable forecast of the capital contributions required by the Partnership for the attainment of each such Milestone based on the information available at such time, it being understood that the forecasts of the capital contributions required for the attainment of such Milestones, other than the most proximate Milestone, may take the form of a range of amounts based on likely scenarios (such forecasts of the capital contributions, the "**Funding Ranges**").

If an agreement cannot be reached by the General Partner and the Subject Limited Partner with respect to the Strategic Plan for an Eligible Company, the Subject Limited Partner may immediately select such Eligible Company as the Designated Company, and if such Eligible Company is not so selected as the Designated Company the General Partner shall use commercially reasonable efforts to cause such Eligible Company to be Syndicated in accordance with the most recent Syndication Plan adopted by the General Partner and the Subject Limited Partner for such Eligible Company (or, if no such Syndication Plan has been so adopted, in accordance with such reasonable Syndication Plan as may be proposed by the General Partner in accordance with the budget most recently approved by the Board of such Eligible Company) and upon the commencement of such Syndication process, such Operating Company shall cease to be an Eligible Company.

e. Subject to the approval of the General Partner and the Subject Limited Partner, the Strategic Plan for Limelight will be drafted and implemented, and the Syndication Plan for Limelight will be drafted, promptly following the delivery of the results of Limelight's ongoing gene therapy research, which results are expected to be delivered prior to June 30, 2018. The General Partner and the Subject Limited Partner understand that Limelight may require one calendar quarter of funding as reasonably determined by the General Partner while such Strategic Plan and Syndication Plan are under discussion and agree that the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner, from time to time, in accordance with the Agreement in respect of Limelight in the aggregate amount sufficient to provide such calendar quarter of funding, provided that the aggregate amount of such calendar quarter of funding shall not exceed $4,000,000.

Subject to the approval of the General Partner and the Subject Limited Partner, the Strategic Plans for Elstar and Stoke will be implemented on January 1, 2019. The Strategic Plans and Syndication Plans for each of the Eligible Companies shall apply from the respective dates of their adoption until the General Partner and the Subject Limited Partner otherwise agree.

f. Annual Review of Strategic Plans and Syndication Plans. The General Partner, Advisory Board and Subject Limited Partner shall meet annually early in the fourth quarter to review whether each Eligible Company is meeting the objectives set forth in its Strategic Plan and Syndication Plan. The General Partner and the Subject Limited Partner shall negotiate in good faith to incorporate any necessary changes to the Strategic Plan and Syndication Plan and adopt such revised Strategic Plan and Syndication Plan, as the case may be; provided, however, that the failure of the General Partner and the Subject Limited Partner to agree with respect to a proposed modification to a Strategic Plan or a Syndication Plan shall not permit the General Partner to Syndicate the applicable Eligible Company and the previously agreed Strategic Plan or Syndication Plan shall remain in full force and effect, in each case to the extent reasonably practicable.

g. Milestone Budgets. At the time of the adoption of the Strategic Plan and Syndication Plan of an Eligible Company and thereafter at each annual review of such plans, the General Partner shall present to the Subject Limited Partner, for approval or review by the Subject Limited Partner, a budget setting forth in reasonable detail the amount of capital contributions required for the attainment of the subsequent Milestone in accordance with the then-current Strategic Plan (the "**Milestone Budget**"), which amount shall, to the extent reasonably practicable, be within the Funding Range set forth in respect of such Milestone in the then-current applicable Strategic Plan.

If the Subject Limited Partner declines to approve a Milestone Budget for an Eligible Company, the General Partner and the Subject Limited Partner shall negotiate reasonably and in good faith to reach an agreement with respect to such Milestone Budget. If, following such good faith negotiations, the General Partner and the Subject Limited Partner are unable to reach an agreement with respect to a Milestone Budget, the Subject Limited Partner may immediately select such Eligible Company as the Designated Company, and if such Eligible Company is not so selected as the Designated Company the General Partner shall cause the applicable Eligible Company to be Syndicated in accordance with the most recent Syndication Plan adopted for such Eligible Company.

2. **Funding Decisions for Certain Companies**. Notwithstanding anything to the contrary contained herein or in the Agreement, the General Partner and the Subject Limited Partner hereby agree as follows:

a. Elstar: The holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner, from time to time, in accordance with the Agreement in respect of Elstar in the aggregate amount of $24,000,000 for the period commencing January 1, 2018 and ending December 31, 2018.

If prior to December 31, 2018 the Subject Limited Partner and the General Partner agree to a Strategic Plan for Elstar the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner, from time to time, in accordance with the Agreement in respect of Elstar in accordance with the terms of such Strategic Plan.

If prior to December 31, 2018 the General Partner and the Subject Limited Partner do not agree to a Strategic Plan for Elstar, then Elstar shall be Syndicated and the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner, from time to time, in accordance with the Agreement in respect of Elstar and the then in effect Elstar Syndication Plan; provided, however that if the General Partner and the Subject Limited Partner have not prior to such date agreed to a Syndication Plan, then the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner, from time to time, in accordance with the Agreement in respect of Elstar in the aggregate amount of $34,000,000 for the period commencing January 1, 2019 and ending December 31, 2019.

b. Operating Companies Other than Eligible Companies: For Syntimmune, Inc. ("**Syntimmune**"), Gala Therapeutics, Inc. ("**Gala**"), Tusker Medical, Inc. ("**Tusker**") and any new Operating Companies, the General Partner has reasonably and in good faith determined the SCM for each such Operating Company.

The General Partner has proposed a budget to the Subject Limited Partner for Gala to attain its SCM and to continue its development for twelve more months thereafter (a "**Pre-Syndication Budget**"). The Subject Limited Partner has previously approved Pre-Syndication Budgets for Syntimmune and Tusker. The SCMs and Pre-Syndication Budgets for Syntimmune, Gala and Tusker are set forth in Exhibit A. Column I of Exhibit A sets forth the additional budget commitments that the General Partner currently anticipates requesting the Subject Limited Partner to approve to fund such Operating Company prior to such Operating Company attaining its SCM. Column J of Exhibit A sets forth the aggregate additional budget approval that the General Partner currently anticipates requesting the Subject Limited Partner to approve to fund in respect of each Operating Company to Syndication (including for the attainment of SCM and to continue its development for 12 months thereafter).

The Pre-Syndication Budget of Gala is approved by the Subject Limited Partner, as follows:

i. The holders of Preferred Units are required to make capital contributions in accordance with the Agreement to enable the Partnership to fund the SCM attainment budget portion of such Pre-Syndication Budget, amounting to US$10 million, provided that Gala achieves: (a) in its current ongoing clinical trial 12 patients at 6-months with average Quality of Life scores exceeding company targets initially determined in early 2017, including CAT improvement by 8 points, SGRQ improvement by 12 points; (b) clarity from a Notified Body on requirements for CE Mark including number of patients, time point (3 months vs 6 months) and ability to use only clinical data from the current G3 system.

ii. The holders of Preferred Units are required to make capital contributions in accordance with the Agreement to enable the Partnership to fund the portion of such Pre-Syndication Budget enabling Gala to operate for twelve-months from the date of the anticipated achievement of the SCM, amounting to US$18 million, provided that Gala's ongoing clinical trial has generated data to enable the company to apply for CE Mark, as reasonably determined by Gala's board.

iii. The General Partner has delivered to the Subject Limited Partner the current business plan in effect as of the date hereof as approved by the Board with respect to Gala, which business plan includes sufficient detail to support the Pre-Syndication Budget of Gala.

The shortfall of US$290,000 in the Pre-Syndication Budget of Syntimmune is approved by the Subject Limited Partner, and the holders of Preferred Units are required to make capital contributions in accordance with the Agreement to enable the Partnership to fund such Pre-Syndication Budget as increased by such shortfall amount.

The General Partner shall inform the Subject Limited Partner of any change in the operations of each such Operating Company known to the General Partner that would materially change its Pre-Syndication Budget and shall review the Pre-Syndication Budget and then-current business plan for each such Operating Company with the Subject Limited Partner on an annual basis.

c. For the avoidance of doubt, in each case where, pursuant to this Amendment, the holders of Preferred Units are required to make capital contributions "in accordance with the Agreement", such phrase shall not be interpreted to require the approval or consent of such holders to make such contributions other than such approvals and consents set forth in this Amendment.

3. **Syndication Process**. If an Operating Company is Syndicated the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner in accordance with the Agreement in an amount sufficient to enable the Partnership to participate in such Syndication and each successive Syndication *pro rata* based on the Partnership's preemptive rights percentage in respect of such Syndication as set forth in the documentation governing the most recent Syndication of such Operating Company or, in the case of the first Syndication of an Operating Company, as provided in the following sentence. Notwithstanding the foregoing, the Partnership shall not be required to make capital contributions in respect of the first Syndication of an Operating Company in excess of 25% of the total amount to be contributed in respect of such Syndication.

4. **Designated Company**. At any time prior to January 1, 2021, the Subject Limited Partner may select one of the Eligible Companies as the "**Designated Company**". The Subject Limited Partner shall endeavor in good faith to select the Designated Company as soon as reasonably practicable.

The Subject Limited Partner shall have the following rights in relation to the Designated Company and the following governance protocols shall apply in relation to the operation and management of the Designated Company until the exercise of the Distribution Option:

a. Board Representation. The General Partner shall use commercially reasonable efforts to cause the Partnership to appoint one representative and one observer to be appointed to the Board of the Designated Company each as selected by the Subject Limited Partner.

b. Executive Board. Promptly following the selection of the Designated Company, the General Partner shall propose an independent Executive Board composed of three to five persons, whose members shall be subject to the approval of the Subject Limited Partner, acting in good faith (the "**Executive Board**"). The members of the Executive Board shall be senior operating executives of mature pharmaceutical or biopharmaceutical companies who are scientific, financial and business experts in fields relevant to the Designated Company and may include members of the Advisory Board of the Designated Company. Each member of the Executive Board shall be subject to the confidentiality provisions of Paragraph 16(d) of the Agreement

c. Operating Plan. The Subject Limited Partner, the General Partner, the Designated Company and the Executive Board shall work together to propose an operating plan for the Designated Company (the "**Operating Plan**"), which shall include times at which it would be suitable for the Subject Limited Partner to decide whether or not to (a) exercise its Distribution Option (as defined below), (b) continue to cause the Partnership to fund the Designated Company to enable it to further develop its programs before the Subject Limited Partner chooses to exercise its Distribution Option, or (c) Syndicate the Designated Company in accordance with the most recent Syndication Plan adopted by the Designated Company. In parallel with the development of the Strategic Plan, the Subject Limited Partner, the General Partner, the Designated Company and the Executive Board shall work together to propose a Syndication Plan for the Designated Company.

The Operating Plan shall be subject to the approval of the Subject Limited Partner, acting reasonably and in good faith. If, following such good faith negotiations, the General Partner and the Subject Limited Partner are unable to reach an agreement with respect to the Operating Plan, the Subject Limited Partner may immediately exercise the Distribution Option, and if the Distribution Option is not so exercised, the General Partner shall use commercially reasonable efforts to cause such Designated Company to be Syndicated in accordance with the most recent Syndication Plan adopted by the Designated Company.

Until the first Operating Plan and the first Syndication Plan of the Designated Company have each been approved and adopted by the Subject Limited Partner: (a) the most recent Strategic Plan and Syndication Plan in effect when the Designated Company had been an Eligible Company shall continue to be in effect; (b) the holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units as required by the General Partner in accordance with the Agreement and such Milestone Budget most recently adopted while the Designated Company was still an Eligible Company; and (c) the General Partner shall use commercially reasonable efforts to cause the Designated Company to be operated in accordance with the most recent Strategic Plan and the Milestone Budget.

Following the approval of the first Operating Plan and prior to exercise of the Distribution Option, the General Partner shall use commercially reasonable efforts to cause the Designated Company to be managed in accordance with the Operating Plan, to the extent reasonable and practicable.

The General Partner, Executive Board and Subject Limited Partner shall meet annually to review whether the Designated Company is meeting the objectives set forth in the Operating Plan. The General Partner and the Subject Limited Partner shall negotiate in good faith to incorporate any necessary changes to the Operating Plan and adopt such revised Operating Plan, as well as any revised Syndication Plan arising therefrom; provided, however, that the failure of the General Partner and the Subject Limited Partner to agree with respect to a proposed modification to the Operating Plan shall not permit the General Partner to Syndicate the Designated Company and the previously agreed Operating Plan shall remain in full force and effect to the extent reasonably practicable.

d. Budgets. Prior to exercise of the Distribution Option, the General Partner shall propose to the Subject Limited Partner a 14-month budget (such budget commencing January 1 of the subsequent calendar year) approved by the Board of the Designated Company and consistent with the Operating Plan (the "**Designated Company Budget**") by September 30 of each year, commencing the year in which the Designated Company is selected. The Subject Limited Partner, the General Partner, the Designated Company and the Executive Board shall meet early during the fourth quarter of each year, commencing the year in which the Designated Company is selected to discuss the proposed Designated Company Budget. The Subject Limited Partner shall use commercially reasonable efforts to review and approve or disapprove the proposed Designated Company Budget promptly following such meeting. If the Subject Limited Partner declines to approve the Designated Company Budget, the General Partner and the Subject Limited Partner shall negotiate reasonably and in good faith to reach an agreement with respect to the Designated Company Budget. The General Partner shall use commercially reasonable efforts to cause the Designated Company to take such actions as may be required to facilitate such negotiations including, but not limited to, providing such information as may reasonably be requested by the Subject Limited Partner. If, following such good faith negotiations, the General Partner and the Subject Limited Partner are unable to reach an agreement with respect to the Designated Company Budget prior to December 1, the Subject Limited Partner may immediately exercise the Distribution Option, and if the Distribution Option is not so exercised, the General Partner shall use commercially reasonable efforts to cause such Designated Company to be Syndicated in accordance with the most recent Syndication Plan adopted by the Designated Company.

The Eligible Companies not selected as the Designated Company shall cease to be Eligible Companies and shall be Syndicated in accordance with the most recent Syndication Plans adopted by such Eligible Companies.

5. **Distribution Option**. Except as otherwise set forth in Section 4 above, if the Subject Limited Partner is funding the Designated Company Budget in accordance with the Operating Plan, it may, at any time, direct the General Partner to and the General Partner shall distribute in kind the securities of the Designated Company owned by the Partnership or, subject to the reasonable approval of the General Partner and the Subject Limited Partner, establish an alternative investment vehicle or other structure designed to achieve a similar objective (the "**Distribution Option**").

6. **Waterfall**. If the Subject Limited Partner exercises the Distribution Option prior to the date which is one year following the expiration of the underwriters' lock-up upon the initial public offering of securities of the Designated Company (the "**Liquidity Event Date**"), any distributions by the Partnership of the securities of the Designated Company following the exercise of the Distribution Option shall be allocated in accordance with Paragraph 8(c)(ii) of the Agreement; provided, however, that any such distributions shall not constitute a return to the holders of Preferred Units for purposes of Paragraph 8(c)(i) of the Agreement and shall not reduce the amounts otherwise distributable pursuant to Paragraph 8(c)(i). If the Subject Limited Partner exercises the Distribution Option subsequent to the Liquidity Event Date, the distribution of securities of the Designated Company shall be made in accordance with the then-applicable waterfall provisions under the Agreement. Notwithstanding the foregoing, if the Subject Limited Partner exercises the Distribution Option prior to the Liquidity Event Date, the General Partner may elect, in the exercise of its sole discretion, to instead cause the distribution of the securities of the Designated Company to be allocated in accordance with Paragraph 8(c)(i) of the Agreement, in which event such distributions shall constitute a return to the holders of Preferred Units for purposes of Paragraph 8(c)(i) of the Agreement and shall reduce the amounts otherwise distributable pursuant to Paragraph 8(c)(i). In any event, except as otherwise provided above, the exercise of the Distribution Option shall, to the extent reasonably practicable, be implemented in a manner designed to maintain the same economic structure as would apply if the distributed securities of the Designated Company had continued to be owned by the Partnership, including grants of equity to the holders of Incentive Common Units and Founder Common Units to account for the dilutive effect of subsequent capital contributions by the Partners to the Designated Company ("**Anti-Dilutive Grants**"), but only through the initial public offering of the Designated Company; provided, however, that, with respect to taxable income in respect of Anti-Dilutive Grants, the holders of Incentive Common Units and Founder Common Units shall be entitled to receive a tax distribution pursuant to Paragraph 8(a) of the Agreement equivalent to their respective Hypothetical Tax Liability.

7. **Repayment of Loan**. Any cash distributions to Dr. Harrison in respect of the Designated Company (other than tax distributions pursuant to Paragraph 8(a) of the Agreement) shall be applied to repay the loans from Ezbon to Dr. Harrison to the extent provided in Schedule D to the Agreement.

8. **Minority Rights**. In the event that the Subject Limited Partner exercises the Distribution Option prior to the Liquidity Event Date, the Subject Limited Partner shall prior to any initial public offering of securities of the Designated Company (a) exercise its control in respect of the Designated Company in a manner consistent with a company of its size, capitalization and stage in the product development life-cycle, including without limitation, evaluating partnerships, financing structures and liquidity options available to a company of this nature and (b) not permit an interested transaction to occur between the Designated Company and the Subject Limited Partner or its affiliates, without the consent of the General Partner, unless such transaction has been approved in good faith by the Board of the Designated Company and is not prejudicial to the Designated Company and its minority stockholders.

9. **Partnership Term**. The term of the Partnership shall end on December 31, 2022 (the "**Initial Term**"); provided, however, that the Initial Term may be extended by the General Partner for up to two one-year periods (the Initial Term, together with any extensions thereto, the "**Term**").

Following the end of the Term, the Subject Limited Partner may elect to require the General Partner to and the General Partner shall (a) effectuate the winding up of the affairs of the Partnership in accordance with Paragraph 11 of the Agreement or (b) cause the assets of the Partnership to be distributed to the Partners in kind.

10. **ATLS Fee**.

a. ATLS shall receive an annual fee (the "**ATLS Fee**") during the Initial Term in the amount of $8,500,000 per annum, payable semi-annually in advance. The ATLS Fee (both during and after the Initial Term) shall be in addition to the Management Fee payable to the Management Company, which shall also be payable annually in advance promptly following the delivery of the Partnership's budget for the applicable fiscal year to the Subject Limited Partner. For the avoidance of doubt, the Partnership's budget delivered to the Subject Limited Partner shall be provided for informational purposes only and the Subject Limited Partner shall have no consent rights in relation to such budget. The parties agree that commencing January 1, 2018, the agreements herein, including with respect to the ATLS Fee, the allocation of Partnership expenses, as set forth in Section 11, below, and Incubation Activities shall supersede any Partnership budgets previously approved pursuant to the Agreement. The amount of the ATLS Fee may also be modified from time to time by mutual agreement of the General Partner and the Subject Limited Partner.

b. Notwithstanding the foregoing, following the end of the Initial Term, the Partnership shall pay ATLS the ATLS Fee in an amount equal to (i) 1.5% of the cost basis of the Partnership's unrealized investments as of the end of the preceding year, as adjusted to reflect the aggregate amount of any write-downs of the Partnership's unrealized investments determined in accordance with generally accepted accounting principles in the United States as in effect from time to time (to the extent of any such write down only), as determined by the Partnership's independent public accountants or auditors, minus (ii) the Management Fee, provided, that in no event shall such ATLS Fee exceed the amount of the most recent ATLS Fee, except to the extent otherwise agreed by the General Partner and the Subject Limited Partner pursuant to Section 10(a) above.

The holders of Preferred Units shall make capital contributions to the Partnership in respect of their respective Preferred Units to fund the ATLS Fee semi-annually and the Management Fee annually, in each case, as required by the General Partner, from time to time, in accordance with the Agreement.

11. **Allocation of Expenses**. ATLS shall pay the following expenses of the Partnership from the ATLS Fee: (i) except as set forth in Section 12, below, all compensation and benefits for employees (except to the extent paid from the Management Fee), (ii) all facilities and related overhead expenses, including rent, utilities, charges assessed by the lessor, property and general liability insurance, and communications, including phone and internet, (iii) office supplies and equipment, information technology support and software, (iv) publications, dues and charitable contributions, (v) public relations, marketing and advertising expenses, (vi) travel and (vii) capital expenditures, including for furniture, fixtures, computers and other equipment, in each case, except as expressly provided in the following sentence.

The Partnership shall be responsible for all other reasonable expenses of the Partnership, which Partnership expenses shall be funded by capital contributions made by the holders of Preferred Units in accordance with the Agreement, including without limitation: (i) the ATLS Fee and the Management Fee, (ii) Incubation Expenses (as defined below), (iii) 50% of the fully-burdened cost of the Partnership's facilities, including rent, utilities, lessor charges, property and general liability insurance, communications, including phone and internet, and IT support, (iv) all compensation and benefits for a fund analyst providing pharmaceutical or biopharmaceutical industry related services to the Partnership, (v) all compensation and benefits related to the Subject Limited Partner's representatives, (vi) fees and expenses of investment and other consultants, including subscription-based research consultants and databases, (vii) professional fees, including legal expenses for the Partnership (including the Partnership's in-house counsel), audit, tax compliance and tax structuring fees and expenses, (viii) all fees and expenses relating to Partnership boards, including the Advisory Boards and Executive Board, (ix) director and officer liability insurance and indemnification costs and expenses, (x) travel expenses relating to making and monitoring investments, including expenses relating to broken deals (except to the extent reimbursed by Operating Companies), (xi) all expenses related to meetings with the Subject Limited Partner, including travel, (xii) liquidation expenses, (xiv) sales or other taxes, fees and government charges which may be assessed against the Partnership, (xv) commissions or brokerage fees, finder's fees or similar charges incurred in connection with the purchase or sale of securities, (xvi) interest expenses for borrowed money (if any) and any other fees and expenses related to any Partnership credit facilities, (xvii) all expenses (including travel and travel-related expenses) relating to any actual or threatened litigation or proceeding involving the Partnership, (xviii) investment banking, commercial banking, valuation, appraisal and custodial fees expenses, and (xix) expenses associated with the preparation and delivery of the Partnership's financial statements.

12. **Incubation Expenses**. The General Partner may call capital in an amount not to exceed $1.5 million per annum in respect of the direct costs of the incubation and development of new technologies and companies which are not yet owned by an Operating Company ("**Incubation Activities**"). From time to time, the General Partner may present to the Subject Limited Partner for approval projects that emerge from Incubation Activities, including (a) major extensions of existing Incubation Activities ("**Incubation Projects**"), the funding of which shall cause, in the General Partner's reasonable estimation, the cost of Incubation Activities for any year to exceed $1.5 million, and (b) proposals for new Operating Companies based upon Incubation Activities ("**Incubated Operating Companies**"). Assets developed through the Incubation Activities shall be the sole and exclusive property of the Partnership; provided, however, that should the Subject Limited Partner decline to approve a proposal for the Partnership to fund an Incubation Project or an Incubated Operating Company, the assets underlying such Incubated Project or Incubated Operating Company may be sold by the Partnership at the sole discretion of the General Partner to any other private investment fund managed in whole or in part by Dr. Harrison at the greater of the cost or the fair market value of such Incubated Project or Incubated Operating Company, as determined by an independent, nationally recognized investment banking firm, accounting firm or appraisal firm selected by the General Partner from the list of firms set forth in Exhibit B hereto or to a third-party.

13. **Time Requirement**. Dr. Harrison shall devote such amount of his business time to the affairs of the Partnership as is reasonably required to direct its activities. Commencing January 1, 2020, Dr. Harrison shall be permitted to organize and manage one or more additional investment funds provided he meets his time requirement to the Partnership and the Subject Limited Partner is, until December 31, 2022, provided a right of first refusal to make an investment in each such successor private investment fund in an aggregate amount not to exceed 20% of the aggregate capital commitments of such successor private investment fund.

14. **Miscellaneous**.

a. Effectiveness. This Amendment will become effective on the date on which the General Partner and Subject Limited Partner have executed this Amendment.

b. Expenses. The parties shall each bear their own respective costs and expenses in connection with this Amendment.

c. Headings. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein.

d. Confirmation of Agreement. The terms, conditions and agreements set forth in the Agreement, as amended by this Amendment, are hereby ratified and confirmed and shall continue in full force and effect, to the extent not inconsistent with this Amendment. Notwithstanding anything to the contrary in the Agreement, the General Partner shall interpret and apply the provisions of the Agreement in good faith to give effect to the provisions of this Amendment.

e. Governing Law. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles.

f. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[*Remainder of page intentionally blank – signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first written above.

GENERAL PARTNER

Executed as a deed by:

ATP III GP, LTD.

By: _____
Seth L. Harrison
Director

In the presence of:

_____
Witness Margaret M. Bigelow

Executed as a deed by:

EZBON INTERNATIONAL LIMITED

By: _____
Name:
Title:

In the presence of:

_____
Witness

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first written above.

GENERAL PARTNER

Executed as a deed by:

ATP III GP, LTD.

By: _____
Seth L. Harrison
Director

In the presence of:

_____
Witness

Executed as a deed by:

EZBON INTERNATIONAL LIMITED

By: _____
Name: On behalf of M.C.R.S. Ltd
Title: Director

In the presence of: ELGIA CONSTANTINOU

_____
Witness

Executed as a deed by:

BLUE HORIZON ENTERPRISE LTD.

By: Yury Bogdanov
Name:
Title: Director

In the presence of:

Yulia Sazykina
Witness

Executed as a deed by:

By: _____
SETH L. HARRISON

In the presence of:

_____
Witness

Executed as a deed by:

LES POMMES LLC

By: _____
Seth L. Harrison
Manager

In the presence of:

_____
Witness

Executed as a deed by:

BLUE HORIZON ENTERPRISE LTD.

By: _____
Name:
Title:

In the presence of:

_____
Witness

Executed as a deed by:

By: _____
SETH L. HARRISON

In the presence of:

Margaret M Bigelow
_____
Witness Margaret M. Bigelow

Executed as a deed by:

LES POMMES LLC

By: _____
Seth L. Harrison
Manager

CONFIDENTIAL

In the presence of:

Margaret M. Bigelow

Witness Margaret M. Bigelow

CONFIDENTIAL

EXHIBIT A

PRE-SYNDICATION BUDGET

A Operating Company	B SCM[1]	C OOC Date[2]	D Capital contributions required from the OOC Date to the SCM	E Estimated date on which the SCM will be achieved	F Estimated capital contributions required to fund development for a period of 12 months subsequent to attainment of SCM	G Total capital contributions as at the date of the Amendment	H Total budget approved as at the date of the Amendment	I Total additional budget approval required to attain SCM	J Aggregate additional budget approval required to attain SCM and to fund development for a period of 12 months subsequent to attainment of SCM
								Greater of 0 or D-(H-G)	*Greater of 0 or (D+F) - (H-G)*
Gala	CE Mark data	2Q2018	US$10,000,000	April 2019	US$18,000,000	US$13,890,000	US$13,890,000	US$10,000,000	US$28,000,000
Syntimmune	Human proof of concept in 1 indication – CEO	2Q2018	US$0	February 2018	US$25,000,000	US$47,290,000	US$72,000,000	US$290,000	US$290,000
Tusker	Submission of Food & Drug Administration pre-market approval application	2Q2018	US$9,000,000	November 2018	US$20,000,000	US$26,750,000	US$60,000,000	US$0	US$0

[1] SCM means the optimal milestone for Syndication to commence in respect of such Operating Company, as determined by the General Partner.

[2] OOC means the date upon which the Operating Company is expected to be out of cash, based on the current Pre-Syndication Budget.

EXHIBIT B

LIST OF APPROVED INVESTMENT BANKING, ACCOUNTING OR APPRAISAL FIRMS

LEK
Trinity
Leerink

APPLE TREE PARTNERS IV, L.P. – AMENDMENT NO. 10

AMENDMENT NO. 10 (this "**Amendment**") dated July 1, 2018, to the First Amended and Restated Limited Partnership Agreement, as amended (the "**Agreement**"), of Apple Tree Partners IV, L.P. (the "**Partnership**").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuation consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Advisory Boards. Notwithstanding Section 1.c. to Amendment 9 to the Agreement, the members of the Advisory Boards shall consist of Dr. Harrison and Anna Batarina; provided, however, that the Subject Limited Partner may notify the General Partner in writing at any time that the Advisory Boards shall instead be constituted as provided in Section 1.c. of Amendment No. 9 to the Partnership Agreement, in which case the General Partner shall endeavor to reconstitute the Advisory Boards in accordance with such Section 1.c. within a reasonable period of time and the Advisory Board appointed and in place under this Amendment shall remain intact until such new Advisory Board has been appointed in accordance with such Section 1.c.

   The General Partner shall use commercially reasonable efforts to promptly replace any members of the Advisory Board who resign or are removed from the Advisory Board by the General Partner, which replacement Advisory Board members shall be subject to the approval of the Subject Limited Partner, acting reasonably; provided, that so long as ATP III GP, Ltd. or an affiliate of ATP III GP, Ltd. is the general partner of the Partnership, Dr. Harrison may not resign or be removed from the Advisory Board without the prior written consent of the Subject Limited Partner. The Advisory Board may retain consultants from time to time in the exercise of its duties.

   The General Partner shall consult and solicit guidance from the Advisory Board in respect of the development of each Eligible Company's Syndication Plan. The Advisory Board shall meet with the Subject Limited Partner on an ad hoc basis, by mutual agreement, to discuss strategic and syndication planning for the Eligible Companies. In connection with such meetings, the General Partner shall use commercially reasonable efforts to provide such information as may from time to time be reasonably requested by the Advisory Board or the Subject Limited Partner to assist the Subject Limited Partner in evaluating any Eligible Company. Each member and consultant of the Advisory Board shall be subject to the confidentiality provisions of Paragraph 16(d) of the Agreement."

   All costs and expenses associated with the operation of the Advisory Board shall constitute Partnership expenses.

2. Units. Notwithstanding Paragraph 6(e) of the Agreement, as of the date of this Amendment, (i) 436,050 Preferred Units and 429,509.25 Investment Common Units are issued to Ezbon, (ii) 418,950 Preferred Units and 412,665.75 Investment Common Units are issued to Blue Horizon, (iii) 27,000 Preferred Units, 27,000 Investment Common

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Units and 60,000 Founder Common Units are issued to Dr. Harrison, and (iv) 18,000 Preferred Units, 18,000 Investment Common Units and 40,000 Founder Common Units are issued to Les Pommes LLC. Such amounts are calculated after the cancellation of 12,825 Investment Units that were owned in the aggregate by Ezbon and Blue Horizon. Up to 12,825 Investment Common Units may be issued from time to time as determined by the General Partner, in each case, subject to a vesting schedule as determined by the General Partner. Up to the full authorized number of Incentive Common Units may be issued from time to time as determined by the General Partner, in each case, subject to a vesting schedule as determined by the General Partner. Any of such 12,825 Investment Common Units and all of such Incentive Common Units shall only be issued to Persons providing bona fide services to Apple Tree Life Sciences, Inc. ("ATLS"). None of such 12,825 Investment Common Units or any Incentive Common Units shall be issued to the General Partner, the Management Company, Dr. Harrison or their respective affiliates without the prior written approval of the holders of a majority of the Preferred Units. If any outstanding Preferred Units or Investment Common Units are redeemed by the Partnership or otherwise cancelled, they may only be reissued by action of the General Partner with prior written consent of the holders of a majority of the Preferred Units; provided, however, that if any of the aforesaid 12,825 Investment Common Units are issued and subsequently redeemed by the Partnership or otherwise cancelled, they shall be reissued 51% to Ezbon and 49% to Blue Horizon at a purchase price of US $0.00.

3. ATLS Fee. Notwithstanding Section 10.a of Amendment No. 9 to the Agreement, ATLS shall receive from the Partnership an annual fee (the "ATLS Fee") during the Initial Term in the amount of $9,350,000 in 2018 and $10,100,000 in each year thereafter; provided that the Subject Limited Partner may reduce the ATLS Fee to not less than $8,500,000 for any year commencing with 2019 by providing the General Partner and ATLS with written notice thereof no later than 60 days prior to the end of the preceding year. The General Partner may, in its sole discretion, require the Partnership to pay to ATLS an additional $1,000,000 on January 1 of the first year in which the Subject Limited Partner has implemented such a reduction in the ATLS Fee. Following the Initial Term, the ATLS Fee shall be as provided in Section 10.b. to Amendment No. 9 to the Partnership Agreement. For the avoidance of doubt, the ATLS Fee shall be in addition to the Management Fee.

This Amendment will become effective on the date on which the General Partner and Subject Limited Partner have executed this Amendment.

The parties shall each bear their own respective costs and expenses in connection with this Amendment.

The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein.

The terms, conditions and agreements set forth in the Agreement, as amended by this Amendment, are hereby ratified and confirmed and shall continue in full force and effect, to the extent not inconsistent with this Amendment. Notwithstanding anything to the contrary in the Agreement, the General Partner shall interpret and apply the provisions of the Agreement in good faith to give effect to the provisions of this Amendment.

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This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank – signature pages follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first written above.

GENERAL PARTNER

Executed as a deed by:

ATP III GP, LTD.

By: _____
Seth L. Harrison
Director

In the presence of:

_____
Witness

Executed as a deed by:

EZBON INTERNATIONAL LIMITED

By: _____
Name: Elena Constantinou
Title: Director for and on behalf of M.C.R.S. Limited

In the presence of:

_____
Witness
Christiana Nestoros

4

Executed as a deed by:

BLUE HORIZON ENTERPRISE LTD.

By: _____
Name: Yuey Bogdanov
Title: Director

In the presence of:

_____
Witness Alexey Yakovlev

Executed as a deed by:

By: _____
SETH L. HARRISON

In the presence of:

_____
Witness

Executed as a deed by:

LES POMMES LLC

By: _____
Seth L. Harrison
Manager

In the presence of:

_____
Witness

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 11

AMENDMENT NO. 11 (this "Amendment"), dated October 26, 2018, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Paragraph 7(a) of the Agreement is hereby amended and restated in its entirety to read as follows (additional text is double underlined):

"(a) Allocations Generally. Except as otherwise provided in this Agreement, the Profit or Loss (as defined in Paragraph 7(b)) for each fiscal quarter shall be allocated among the Partners in a manner that as closely as possible gives economic effect to the provisions of Paragraphs 5 and 8 and the other provisions of this Agreement, as determined in the reasonable discretion of the General Partner. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any Designated Profits shall be allocated to Exbon and Blue Horizon in proportion to their respective Investment Common Units."

2. A new Paragraph 8(e) is hereby added to the Agreement as follows:

"(e) Distributions with Respect to Designated Profits.

1. Notwithstanding Paragraph 8(c) or any other provision of this Agreement to the contrary, (i) the aggregate distributions to any Electing Partner as of any time shall not exceed the aggregate distributions that would have been made to such Electing Partner but for this Paragraph 8(e)(1) as of such time less the excess, if any, of (1) the Designated Profits in respect of such Electing Partner, over (2) the Accrued Profits in respect of such Designated Profits, in each case as of such time; (ii) if any distributions cannot be made to an Electing Partner as a result of the limitation in Paragraph 8(e)(1)(i), then such amounts so limited shall be distributed to Exbon and Blue Horizon in proportion to their respective Investment Common Units; (iii) if distributions are not made to an Electing Partner as a result of the limitation in Paragraph 8(e)(1)(i), but subsequently would not be so limited (for example, as a result of additional Accrued Profits), then such amounts no longer subject to such limitation shall be distributed to such Electing Partner as promptly as possible out of amounts otherwise distributable to Exbon and Blue Horizon (borne in proportion to their respective Investment Common Units); and (iv) amounts distributed to a Partner pursuant to this Paragraph 8(e)(1) shall be treated as distributed to such Partner pursuant to the appropriate provision of Paragraph 8(c).

2. "Accrued Profits" mean, with respect to any Designated Profits, the total net Profit of the Partnership as of the waiver date of such Designated Profits, calculated by taking into account only items of Profit or Loss that would have been realized by the Partnership after such waiver date as if, upon such waiver date, the Carrying Value of each asset of the Partnership were adjusted to equal its fair market value, as determined

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by the General Partner pursuant to Paragraph 9.

3. "Designated Profits" mean any items of Profit allocable to any Partner in respect of such Partner's Investment Common Units, Founder Common Units or Incentive Common Units that would be treated as short-term capital gain solely as a result of Section 1061 of the Code and that have been waived by such Partner (an "Electing Partner") by written notice to Ezbon, Blue Horizon and the General Partner (and with the consent of the General Partner) prior to the date that such items of Profit are realized by the Partnership for U.S. federal income tax purposes, provided that such written notice provides adequate specificity for such items of Profit to be adequately identified and also specifies the investment giving rise to such items of Profit and the classes of Units to which such waiver applies."

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

In the presence of:

_____
Witness

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: On behalf of each Ltd Director

In the presence of:

VB

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Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By:

Title:

In the presence of:

Witness

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

LES BOMMES LLC

By:

Title: Manager

In the presence of:

Witness

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APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 12

AMENDMENT NO. 12 (this "Amendment"), dated December 1, 2018, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. The fifth sentence of Paragraph 8(a) of the Agreement is hereby amended and restated by adding a proviso at the end thereof, so that such sentence shall read in its entirety as follows: "Distributions previously made to a Partner pursuant to the provisions of this Paragraph 8 during a fiscal year (but not including any tax distribution with respect to a prior fiscal year) in respect of any class of Units shall reduce dollar-for-dollar the amount of any tax distribution to which a Partner is entitled with respect to such fiscal year pursuant to this Paragraph 8(a) in respect of allocations to such Partner corresponding to such class of Units; provided, however, that solely for this purpose, Preferred Units and Investment Common Units shall be deemed to be a single class of Units."

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

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

In the presence of:

_____
Witness

LIMITED PARTNERS

Executed as a deed by:

Ezhou International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

CONFIDENTIAL

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

LES POMMES LLC

By:

Title: Manager

In the presence of:

Witness

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LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

_____
Seth L. Harrison

In the presence of:

_____
Witness

Executed as a deed by:

LES POMMES LLC

By: _____
Title: _____

In the presence of:

_____
Witness

CONFIDENTIAL

CONFIDENTIAL

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

LES POMMES LLC

By:

Title: Manager

In the presence of:

Witness

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

In the presence of:

_____
Witness

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

CONFIDENTIAL

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 13

AMENDMENT NO. 13 (this "Amendment"), dated February 4, 2019, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement"), of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, pursuant to Paragraph 5(a) of the Agreement, the General Partner may only call capital to invest in new Projects ("New Projects") with the approval of the holders of a majority of the Preferred Units (the "Preferred Majority"); and

Whereas, the Preferred Majority is only willing to approve investments in New Projects under the terms and provisions set forth in this Amendment; and

Whereas, the Preferred Majority is only willing to permit the Partnership to make investments in one or more New Projects (i) pursuant to the economic terms set forth in this Amendment and (ii) if any carried interest with respect to the New Projects is specially allocated to a select group of Limited Partners as set forth in this Amendment;

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

(a) Separate Pools. Except as otherwise expressly provided in this Amendment, and to the maximum extent possible, all of the Partnership's assets and liabilities shall be divided into two separate pools. One Pool ("Pool B") shall consist of the assets, liabilities, income, gains, losses and expenses associated with the New Projects (including certain other expenses as set forth in subparagraph (d)) and the other Pool ("Pool A") shall consist of all other assets, liabilities income, gains, losses and expenses of the Partnership. Except as otherwise expressly provided in this Amendment, the intent of the Partners in executing this Amendment is that the assets, liabilities, income, gains, losses and expenses associated with Pool B shall affect only Pool B and the Limited Partners participating therein, and not the Partnership generally, Pool A or the Limited Partners participating in Pool A, and vice versa. Accordingly, separate and distinct records shall be maintained for each Pool, and capital contributions, distributions, income, gains, losses and expenses shall also be accounted for separately on a Pool-by-Pool basis.

(b) Capital Contributions. All capital invested in the New Projects or attributable to expenses or liabilities of the New Projects (or liabilities or expenses otherwise apportioned to Pool B pursuant to subparagraph (d)) shall be called from and contributed by Ezbon and Blue Horizon exclusively and shall be treated as contributed to Pool B. No other Partner shall be required to contribute any capital with respect to the New Projects or Pool B generally.

(c) Profits and Losses. Except as set forth in subparagraph (g), the profits and losses of each

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Pool shall also be calculated on a separate basis. The profits and losses with respect to Pool A shall be allocated exclusively to the Limited Partners participating in Pool A and the profits and losses with respect to Pool B shall be allocated exclusively to the Limited Partners participating in Pool B.

(d) Expenses and Liabilities. Any expenses directly attributable to a particular Pool shall be apportioned to such Pool. Any expenses that are attributable to both Pools shall be apportioned between them in accordance with the relative cost basis of each Pool's remaining assets at the time such apportionment is made. By way of example only, (i) all of the Partnership's legal and accounting expenses attributable to the preparation and negotiation of this Amendment shall be borne solely by Pool B and (ii) from and after the date of this Amendment, the Management Fee and the ATLS Fee shall be allocated between Pool A and Pool B in accordance with the relative cost basis of each Pool's remaining assets at the time such allocation is made.

(e) Distributions Generally. Except as set forth in subparagraph (g), distributions with respect to each Pool shall be calculated and made separately and solely from assets of the applicable Pool.

(f) Pool B Distributions. Subject to subparagraph (g), distributions in respect of Pool B, other than Tax Distributions, shall be made as follows: (i) first, to the Limited Partners, in proportion to their respective capital contributions to Pool B, until they have received aggregate distributions pursuant to this subparagraph (f)(i) equal to their aggregate capital contributions to Pool B; and (ii) thereafter, (A) 85% to the Limited Partners in proportion to their respective capital contributions to Pool B, and (B) 15% to the Limited Partners participating in the carried interest attributable to Pool B in proportion to their respective Pool B Carried Interest Percentages (as defined below); provided, however, that if the General Partner has granted in the aggregate less than a 15% interest to the Limited Partners participating in the Pool B carried interest, then they shall be distributed such lesser percentage pursuant to clause (B) and the balance shall be distributed in accordance with clause (A).

(g) Distribution Override. Notwithstanding any provision of this Amendment or the Agreement to the contrary, except for Tax Distributions, no amounts otherwise distributable in respect of Founder Common Units, Incentive Common Units or Pool B Carried Interest Percentages (collectively, "Carried Interest Distributions") to holders of such Units who participate, directly or indirectly, in both Pool A and Pool B ("Pool A and B Carried Interest Participants") shall be made until the holders of Preferred Units have first been returned all of their capital contributions with respect to both Pool A ***and*** Pool B in the aggregate. In order to protect against an over-distribution to the holders of Preferred Units, once the holders of Preferred Units have received distributions from a Pool in an amount equal to their aggregate capital contributions to such Pool, then any Carried Interest Distributions with respect to such Pool

otherwise distributable to Pool A and B Carried Interest Participants shall be held in the Partnership and distributed to the Pool A and B Carried Interest Participants only if and when the holders of Preferred Units have received from the Partnership (whether from Pool A and/or Pool B) an amount equal to their aggregate capital contributions to the Partnership (with respect to both Pool A ***and*** Pool B). For the avoidance of doubt, if the holders of Preferred Units do not receive aggregate distributions at least equal to their aggregate capital contributions to both Pool A ***and*** Pool B, then any Carried Interest Distributions retained by the Partnership pursuant to this subparagraph (g) shall be distributed upon the liquidation of the Partnership to the holders of Preferred Units until they have received aggregate distributions at least equal to their aggregate capital contributions to both Pool A ***and*** Pool B, and any remaining Carried Interest Distributions retained by the Partnership would then be distributed to the Pool A and B Carried Interest Participants, on a pro-rata basis. In no event shall the aggregate Pool B Carried Interest Percentages be increased without the prior consent of the Preferred Majority, in its sole discretion.

(h) Pool B Carried Interest and Vesting. The Limited Partners participating in the carried interest attributable to Pool B and their respective initial Pool B carried interest percentages ("Pool B Carried Interest Percentages") shall be as set forth in a schedule maintained by the General Partner and provided from time to time by the General Partner to Ezbon, Blue Horizon and Dr. Harrison. Such schedule shall provide that the aggregate Pool B Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be 5%. Each other Limited Partner participating in the Pool B Carried Interest Percentages shall be granted such Pool B Carried Interest Percentage as may be determined from time to time by the General Partner, with the prior consent of the Preferred Majority; provided that the aggregate Pool B Carried Interest Percentages do not exceed 15% at any time. Each Limited Partner participating in the Pool B carried interest shall vest therein to the extent of 20.00% on December 31, 2019, and an additional 1.67% on the last day of each month thereafter until a maximum of 100.00% of such Limited Partner's Pool B Carried Interest Percentage has vested, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool B Carried Interest Percentage, and, in the case of any Person who was not a Limited Partner prior to the date of this Amendment, also making such Person a Limited Partner of the Partnership. For the avoidance of doubt, the "vesting" provision described in this subparagraph (h) shall be construed as a "divesting" provision, and so long as a Limited Partner with a Pool B Carried Interest Percentage continues to provide services to the Partnership, such Limited Partner shall be entitled to full allocations and distributions with respect to its Pool B Carried Interest Percentage.

(i) Transfer of Investments in New Projects. If a successor to the Partnership ("ATP V") is formed and closed with (i) capital commitments from Ezbon, Blue Horizon or their respective affiliates or designees of at least $300 million on or before December 31, 2019, (ii) Dr. Harrison and Anna Batarina as principal managers, (iii) such other Persons who are

mutually acceptable to Ezbon, Blue Horizon and Dr. Harrison having carried interest therein, and (iv) no investors who are unaffiliated with any of the foregoing, then promptly following such closing, the Partnership shall transfer the investments in the New Projects to ATP V in a tax-free manner for U.S. federal income tax purposes.

(j) Miscellaneous. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(k) Effectiveness of Agreement. In all other respects, the Agreement shall continue in full force and effect and shall be unaffected by this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

In the presence of:

_____
Witness

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: _____
Title: On behalf of McCaul Director

In the presence of:

Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: [illegible]
Title: On behalf of Mees Ind Director

In the presence of:

Witness

Executed as a deed by:

Seth L. Harrison

In the presence of:

Lauren Farrell
Witness

Executed as a deed by:

LES POMMES LLC

By:
Title: Manager

In the presence of:

Lauren Farrell
Witness

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 14

AMENDMENT NO. 14 (this "Amendment"), dated April 17, 2019, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement"), of Apple Tree Partners IV, L.P. (the "Partnership"). Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. The General Partner shall cause the Partnership and the Management Company promptly to enter into an amendment to the first sentence of Section 4 of the Management Agreement so that such sentence shall read in its entirety as follows:

   "Effective as of January 1, 2019, the Partnership shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $3,000,000 or such greater amount as may be approved by the holders of a majority of the Preferred Units."

2. The General Partner shall cause the Partnership and the Management Company promptly to enter into an amendment to Section 5 of the Management Agreement so that such section shall read in its entirety as follows:

   "5. Term of Agreement. This Agreement shall terminate upon the earliest to occur of (i) the completion of liquidation of the Partnership, (ii) the removal of the General Partner pursuant to Paragraph 4 of the Partnership Agreement and (iii) the substitution, with the consent of Ezbon, Blue Horizon, Dr. Harrison and the Management Company, of a successor to the Partnership as the obligor to pay the Management Fee to the Management Company through December 31, 2030. Notwithstanding the foregoing, if this Agreement is terminated pursuant to clause (ii) of the preceding sentence, the Management Fee shall continue to be paid for an additional 45 days following the removal of the General Partner."

3. The second sentence of Paragraph 3(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

   "Except as otherwise provided in this Agreement, the aggregate of the Contingent Subscriptions of Dr. Harrison and Les Pommes LLC shall at all times prior to a Removal Event be equal to 2.06 percent of the sum of the Contingent Subscriptions of all holders of the Preferred Units, including the Contingent Subscriptions of Dr. Harrison and Les Pommes LLC, and the aggregate Contingent Subscriptions of Dr. Harrison and Les Pommes LLC shall be allocated between them in the such ratio as they may agree to from time to time."

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4. The first sentence of Paragraph 6(e)) of the Agreement is hereby amended and restated in its entirety to read as follows:

"As of December 31, 2018, (i) 436,050 Preferred Units and 429,509 Investment Common Units were issued to Ezbon, (ii) 418,950 Preferred Units and 412,666 Investment Common Units were issued to Blue Horizon, (iii) 27,000 Preferred Units, 27,000 Investment Common Units and 60,000 Founder Common Units were issued to Dr. Harrison, (iv) 18,000 Preferred Units, 18,000 Investment Common Units and 40,000 Founder Common Units were issued to Les Pommes LLC, and (v) 12,825 Investment Common Units were issued to Anna Batarina. "

5. Schedule D to the Agreement, entitled "Financing of Dr. Harrison's Capital Contributions", is hereby deleted from the Agreement in its entirety and shall be of no further force or effect. For the avoidance of doubt, as a result of the transfer described in Section 6(b) of this Amendment, (i) neither Dr. Harrison nor Les Pommes LLC has any outstanding loan obligation to Ezbon and (ii) Ezbon does not have any obligation to make additional loans to Dr. Harrison or Les Pommes LLC.

6. The General Partner, Ezbon, Blue Horizon, Dr. Harrison and Les Pommes LLC hereby acknowledge the following:

(a) As of December 31, 2018, Ezbon, Blue Horizon, Dr. Harrison and Les Pommes LLC have made the following capital contributions to the Partnership (in cash, by reductions of Management Fee and/or with the proceeds of loans provided by Ezbon):

Ezbon - $476,355,313.
Blue Horizon - $457,674,714.
Dr. Harrison - $29,495,685.
Les Pommes LLC - $19,663,790.

(b) On January 1, 2019, (i) 150,235.67 Preferred Units and 147,982.04 Investment Common Units held by Ezbon were canceled and returned to the treasury of the Partnership, (ii) 144,344.07 Preferred Units and 142,179 Investment Common Units held by Blue Horizon were canceled and returned to the treasury of the Partnership, (iii) 9,302.52 Preferred Units, 9,302.52 Investment Common Units and 20,672.26 Founder Common Units held by Dr. Harrison were canceled and returned to the treasury of the Partnership, (iv) 6,201.68 Preferred Units, 6,201.68 Investment Common Units and 13,781.51 Founder Common Units held by Les Pommes LLC were canceled and returned to the treasury of the Partnership, and (v) 4,418.70 Investment Common Units held by Anna Batarina were canceled and returned to the treasury of the Partnership.

(c) On January 1, 2019, 10,413.95 Preferred Units and 10,413.95 Investment Common Units held by Dr. Harrison and 6,942.64 Preferred Units and

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6,942.64 Investment Common Units held by Les Pommes LLC were transferred to Ezbon in full repayment of the outstanding loan obligations of Dr. Harrison and Les Pommes LLC to Ezbon; for the avoidance of doubt, for purposes of determining Partnership distributions after January 1, 2019 in respect of these transferred Units, distributions in respect of these transferred Units shall be determined on a cumulative basis, taking into account distributions previously made in respect of these transferred Units to Dr. Harrison and Les Pommes LLC. Accordingly, immediately following such transfer, (i) 303,170.92 Preferred Units and 298,883.55 Investment Common Units were held by Ezbon, (ii) 274,605.93 Preferred Units and 270,487 Investment Common Units were held by Blue Horizon, (iii) 7,283.53 Preferred Units, 7,283.53 Investment Common Units and 39,327.74 Founder Common Units were held by Dr. Harrison, (iv) 4,855.68 Preferred Units, 4,855.68 Investment Common Units and 26,218.49 Founder Common Units were held by Les Pommes LLC, and (v) 8,406.30 Investment Common Units were held by Anna Batarina.

(d) From time to time commencing January 1, 2019, as Ezbon, Blue Horizon, Dr. Harrison and Les Pommes LLC each contribute to the Partnership incremental multiples of US $1,666.66 pursuant to Paragraph 5(a) of the Agreement, one additional Preferred Unit shall be issued to Ezbon, Blue Horizon, Dr. Harrison or Les Pommes LLC, as applicable, in consideration thereof, and one additional Investment Common Unit shall be issued to Ezbon, Blue Horizon, Dr. Harrison or Les Pommes LLC, as applicable, for no additional consideration; provided, however, that solely in respect of Investment Common Units issuable to Ezbon and Blue Horizon, 1.425% of those Units shall instead be issued to Anna Baterina for no additional consideration and the remainder shall be issued to Ezbon and Blue Horizon pro rata to their purchase of the related Preferred Units. In addition, from time to time commencing January 1, 2019, for every additional Investment Common Unit issued to any Limited Partner, 11.11% of an additional Founder Common Unit shall be issued in the aggregate to Dr. Harrison and Les Pommes LLC, for no additional consideration, in such ratio as they may agree from time to time.

(e) Commencing January 1, 2019 and through the date of this Amendment, Ezbon, Blue Horizon, Dr. Harrison and Les Pommes LLC have made the following capital contributions to the Partnership in respect of Pool A:

Ezbon - $10,231,529.00.
Blue Horizon - $9,830,293.00.
Dr. Harrison - $0.00.
Les Pommes LLC - $0.00.

For the avoidance of doubt, through the date of this Amendment, Ezbon and Blue Horizon have made the following capital contributions to the

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Partnership in respect of Pool B: Ezbon - $3,400,000.00, and Blue Horizon - $3,266,666.00.

(f) As of the date of this Amendment, (i) 309,309.86 Preferred Units and 304,935.01 Investment Common Units are issued to Ezbon, (ii) 280,504.13 Preferred Units and 276,301.15 Investment Common Units are issued to Blue Horizon, (iii) 7,283.53 Preferred Units, 7,283.53 Investment Common Units and 40,130.21 Founder Common Units are issued to Dr. Harrison, (iv) 4,855.68 Preferred Units, 4,855.68 Investment Common Units and 26,753.48 Founder Common Units are issued to Les Pommes LLC, and (v) 8,577.83 Investment Common Units are issued to Anna Batarina.

(g) After the date of this Amendment and until the Exercise Date (as defined in Paragraph 6(h) of this Amendment), and notwithstanding anything to the contrary set forth in the Agreement, as hereby amended, Ezbon and Blue Horizon shall make all of the capital contributions to the Partnership and Dr. Harrison and Les Pommes LLC shall make no such capital contributions. For the avoidance of doubt, Ezbon and Blue Horizon shall make, in addition to the capital contributions they would otherwise make to the Partnership pursuant to this Agreement, as hereby amended, the capital contributions that would have been made by Dr. Harrison and Les Pommes LLC to the Partnership during such period, but for this Paragraph 6(e) to this Amendment.

(h) On or before the 180th day following the date of this Amendment, Dr. Harrison and Les Pommes LLC, together, in such ratio as they may agree to, shall have the right (but not the obligation) to pay to each of Ezbon and Blue Horizon, in cash, 2.06 percent of the amount contributed by Ezbon or Blue Horizon, as applicable, to the Partnership pursuant to Paragraphs 6(d) and (f) of this Amendment in respect of Pool A, and Ezbon and Blue Horizon shall each be deemed to have transferred to Dr. Harrison and Les Pommes LLC together, in the aforesaid ratio, 2.06 percent of the number of Preferred Units and Investment Common Units issued to Ezbon and Blue Horizon, respectively, from and after January 1, 2019 in respect of Pool A. The date of such payment by Dr. Harrison and Les Pommes LLC is hereby defined as the "Exercise Date".

(i) If the Exercise Date does not occur pursuant to Paragraph 6(h) of this Amendment on or before the 180th day following the date of this Amendment, then Ezbon and Blue Horizon shall continue to make, in addition to the capital contributions they would otherwise make to the Partnership pursuant to this Agreement, as hereby amended, the capital contributions that would be made by Dr. Harrison and Les Pommes LLC to the Partnership during such period had the Exercise Date occurred, and

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the Contingent Subscriptions of Ezbon, Blue Horizon, Dr. Harrison and Les Pommes LLC shall be adjusted accordingly.

7. Promptly following the completion and issuance of the audited financial statements of the Partnership for the year ending December 31, 2018, the number of Units and capital contribution amounts set forth in Sections 4 and 6 of this Amendment shall be appropriately adjusted, to the extent, if any, necessary to take account of any audit adjustments to the draft unaudited financial statements of the Partnership for such year.

8. Promptly following the date of this Amendment, the Partnership shall make tax distributions pursuant to Paragraph 8(a) of the Agreement to Dr. Harrison and Les Pommes LLC in the amounts of $2,730,000 and $1,820,000, respectively. Such tax distributions shall not affect the amounts of, or be taken into consideration in computing, other tax distributions, if any, to be made to Dr. Harrison and Les Pommes LLC.

9. Notwithstanding anything to the contrary set forth herein, this Amendment shall not affect the obligations of the Partners to contribute capital to the Partnership in respect of Pool B pursuant to Amendment No. 13 to this Agreement.

10. All references in the Agreement to "ATC" and "Apple Tree Consolidated, SPRL", and all terms and provisions of the Agreement relating thereto (but not to the extent such terms and provisions also relate to other entities), are hereby deleted from the Agreement.

11. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Name: Seth L. Harrison
Title: Director

In the presence of:

Margaret M. Bigelow

Witness

Name: Margaret M. Bigelow

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LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: DIRECTOR

In the presence of:

_____
Witness

Name: ERMA ALCIVIADOU

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: DIRECTOR

In the presence of:

_____
Witness

Name: ANDREOULLA PARASKEVOU

Executed as a deed by:

_____
Seth L. Harrison

CONFIDENTIAL

In the presence of:

Margaret M. Bigelow
Witness

Name: Margaret M. Bigelow

Executed as a deed by:

LES POMMES LLC

By: _____

Title: Trustee

In the presence of:

_____
Witness

Name: Margaret M. Bigelow

Executed as a deed by:

_____
Anna Batarina

In the presence of:

_____
Witness

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 15

AMENDMENT NO. 15 (this "Amendment"), dated July 10, 2019, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. Recitation of Events. The Partners hereby agree (i) to the following recitation of events relating to the Partnership and (ii) that if and to the extent any of such events is inconsistent with or a breach of the terms and provisions of the Agreement, that such inconsistency or breach is hereby waived and that the Agreement is deemed amended solely to the extent necessary to permit such events on a one-time basis:
   (a) The Partnership received the following cash proceeds during the period January 1 through June 30, 2019:
      (i) $888,668 from the acquisition of Syntimmune, Inc.
      (ii) $3,826,635 from the sale of certain publicly-held securities that were not part of the Late Stage Investment Pool.
      (iii) $3,382,937 from the sale of certain publicly-held securities that were part of the Late Stage Investment Pool.
   (b) The Partnership received capital contributions of $2,500,000 in December 2018, with respect to a proposed investment in Bellus Health Inc., but the Partnership only invested $792,908 in that company, resulting in $1,707,092 contributed but not invested and retained by the Partnership.
   (c) The Partnership used a portion of the proceeds and contributions referred to in clauses (a) and (b) as follows:
      (i) $277,923 for an investment in VytronUs, Inc.
      (ii) $691,371 for an investment in Rox Medical, Inc.
      (iii) $5,000,000 for an investment in Akero Therapeutics, Inc. ("Akero").
   (d) The amount of the proceeds and contributions received by the Partnership, as noted in paragraphs (a) and (b) above, that was not used for the purposes noted in paragraph (c) above (such amount, totaling $3,836,038), may be retained by the Partnership and used to pay Partnership expenses and as otherwise permitted under the Agreement.
   (e) The capital call to the Partners on June 7, 2019 in the amount of $20,000,000 for investment in Akero is reduced to $9,400,000, to reflect the reduced allocation of $14,400,000 the Partnership received from Akero and the $5,000,000 invested in

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Akero from the Partnership's cash on hand.

(f) The second semi-annual installment of the ATLS Fee for 2019 in the amount of $5,050,000 due from the Partnership to ATLS on July 1, 2019, is deferred until such time as may be determined in the discretion of ATLS and the General Partner.

2. No Other Amendments. In all other respects, the Agreement shall continue in full force and effect and shall be unaffected by this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

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

In the presence of:

_____
Witness

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____
Title: Director, on behalf of M.C.R.S Limited

In the presence of: Erma Alkiviadou

_____
Witness

Executed as a deed by:

Blue Horizon Enterprise Ltd.

BLUE HORIZON ENTERPRISE LTD.

M.C.R.S. LIMITED

By:

Title: Director, on behalf of M.C.R.S. Limited

In the presence of: Eliana Hadjisava

Witness

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Executed as a deed by:

LES POMMES LLC

By:

Title: Manager

In the presence of:

Witness

CONFIDENTIAL

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 16, WAIVER AND CONSENT

AMENDMENT NO. 16, WAIVER AND CONSENT (this "Instrument"), effective February 1, 2020, to the First Amended and Restated Limited Partnership Agreement, as amended (the "Agreement") of Apple Tree Partners IV, L.P. (the "Partnership").

Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

For good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended, waived and consented to (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. The proviso at the end of the first sentence of Section 6(d) of Amendment No. 14 to the Agreement is hereby amended and restated to read in its entirety as follows:
"provided, however, that solely in respect of such Investment Common Units, 1.425% of those Units shall instead be issued to Anna Batarina for no additional consideration, which Units so issued to her shall reduce on a pro rata basis the number of such Units issuable to Ezbon and Blue Horizon."

2. On the date hereof, Ezbon and Blue Horizon hereby sell, transfer and assign to Dr. Harrison and Les Pommes certain of their fully-paid Preferred Units (against which no distributions have been made by the Partnership) and Investment Common Units (collectively, the "Transfers"), as follows:

   (a) Ezbon sells 92 Preferred Units to Dr. Harrison in consideration of his payment to Ezbon of $153,332.

   (b) Ezbon sells 92 Investment Common Units to Dr. Harrison for no additional consideration.

   (c) Ezbon sells 61 Preferred Units to Les Pommes in consideration of its payment to Ezbon of $101,666.

   (d) Ezbon sells 61 Investment Common Units to Les Pommes for no additional consideration.

   (e) Blue Horizon sells 88 Preferred Units to Dr. Harrison in consideration of his payment to Blue Horizon of $146,666.

   (f) Blue Horizon sells 88 Investment Common Units to Dr. Harrison for no additional consideration.

   (g) Blue Horizon sells 59 Preferred Units to Les Pommes in consideration of its payment to Blue Horizon of $98,333.

   (h) Blue Horizon sells 59 Investment Common Units to Les Pommes for no additional consideration.

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3. From and after the date hereof, capital contributions to the Partnership in respect of Pool A shall be made in the following percentages:

   (a) Ezbon – 50.7974%

   (b) Blue Horizon – 48.8054%

   (c) Dr. Harrison – 0.2383%

   (d) Les Pommes – 0.1589%

4. The undersigned hereby consent to the Transfers.

5. The undersigned hereby waive the requirement for a written opinion of legal counsel in connection with the Transfers.

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

IN WITNESS WHEREOF, the undersigned have executed this Instrument as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, ~~Ltd.~~

By: _____

Name: Seth L. Harrison
Title: Director

In the presence of:

_____

Witness

Name: Margaret M. Bigelow

LIMITED PARTNERS

Executed as a deed by:

Ezbon International Limited

By: _____

Title: Director

In the presence of:

_____

Witness

Name: Erma Alkivladon

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____

Title: Director

In the presence of:

_____

Witness

Name: Starri Tyrlacon

Executed as a deed by:

_____

Seth L. Harrison

In the presence of:

_____

Witness

Name: Margaret M. Bigelow

Executed as a deed by:

LES POMMES LLC

CONFIDENTIAL

By: _____
Title: Manager

In the presence of:

_____
Witness

Name: Margaret M. Bigelow

Executed as a deed by:

_____
Anna Batarina

In the presence of:

_____
Witness

Name: Margaret M. Bigelow

EXECUTION VERSION

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 17

AMENDMENT NO. 17 (this "**Amendment**"), dated [Sept 9], 2020, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "**Agreement**"), of Apple Tree Partners IV, L.P. (the "**Partnership**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Amendment No. 9**. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 13 and Exhibit A of Amendment No. 9 to the Agreement are hereby deleted from the Agreement in their entirety and shall be of no further force or effect.

2. **Amendment No. 10**. Section 1 of Amendment No. 10 to the Agreement is hereby deleted from the Agreement in its entirety and shall be of no further force or effect.

3. **Amendment No. 13**. Amendment No. 13 to the Agreement is hereby deleted from the Agreement in its entirety and shall be of no further force or effect.

4. **Pools A, B and C**. Paragraph 20 is hereby added to the Agreement to read in its entirety as follows:

"20. Pools A, B and C

(a) Separate Pools. Except as otherwise expressly provided in this Paragraph 20 and to the maximum extent possible, all of the Partnership's assets and liabilities shall be divided into three separate pools ("Pools"). One Pool ("Pool C") shall consist of the assets, liabilities, income, gains, losses and expenses associated with Kynos Therapeutics Ltd and any Projects or Portfolio Companies arising on or after the date of Amendment No. 17 to the Agreement ("Pool C Projects"), including (i) certain expenses as set forth in Paragraph 20(d) and (ii) such amount of Contingent Subscriptions by the Subject Limited Partner as is equal to $1 billion minus the aggregate amount of capital contributions made from time to time by the Subject Limited Partner to a second Pool ("Pool B"), including, for the avoidance of doubt, any capital contributions made by the Subject Limited Partner in respect of Pool B and its Projects and Portfolio Companies on or prior to the date of Amendment No. 17 to the Agreement. Pool B shall consist of the assets, liabilities, income, gains, losses and expenses associated with the following Projects and Portfolio Companies: Chinook Therapeutics U.S., Inc., Nine Square Therapeutics Corporation and Initial Therapeutics, Inc. ("Pool B Projects"), including (i) certain

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expenses as set forth in Paragraph 20(d) and (ii) such amount of Contingent Subscriptions by the Subject Limited Partner as is equal to the aggregate amount of capital contributions made from time to time by the Subject Limited Partner to Pool B. The third Pool ("Pool A") shall consist of $1.5 billion in aggregate Contingent Subscriptions by the Subject Limited Partner, Dr. Harrison and Les Pommes and all other assets, liabilities income, gains, losses and expenses of the Partnership. No investments in new Projects or new Portfolio Companies shall be made out of Pool A or Pool B after the date of Amendment No. 17 to the Agreement. For the avoidance of doubt, follow-on investments with respect to any Project or Portfolio Company shall continue to be made in the same Pool in which the initial investment in such Project or Portfolio Company was made. Except as otherwise expressly provided in this Paragraph 20, the intent of the Partners is that the assets, liabilities, income, gains, losses and expenses associated with any particular Pool shall affect only that Pool and the Limited Partners participating therein, and not the Partnership generally, the other Pools or the Limited Partners participating in such other Pools. Accordingly, separate and distinct records shall be maintained for each Pool, and capital contributions, distributions, income, gains, losses and expenses shall also be accounted for separately on a Pool-by-Pool basis.

(b) Capital Contributions. All capital invested in the Pool C Projects or attributable to expenses or liabilities of the Pool C Projects (or liabilities or expenses otherwise apportioned to Pool C pursuant to Paragraph 20(d)) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Pool C. All capital invested in the Pool B Projects or attributable to expenses or liabilities of the Pool B Projects (or liabilities or expenses otherwise apportioned to Pool B pursuant to Paragraph 20(d)) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Pool B. No other Partner shall be required to contribute any capital with respect to the Pool C Projects or Pool C generally or to the Pool B Projects or Pool B generally. On and after February 1, 2020, capital contributions to the Partnership in respect of Pool A shall be made in the following percentages: (i) Ezbon - 50.7974%; (ii) Blue Horizon - 48.8054%; (iii) Dr. Harrison - 0.2383% and (iv) Les Pommes - 0.1589%. At any time, Dr. Harrison and/or Les Pommes may elect to purchase up to 2.5% in the aggregate of the Subject Limited Partner's interests in Pools B and C at a price equal to the fair market value of such percentage interests purchased, determined as of the date of purchase. For this purpose, fair market value shall be as set forth in the Partnership's financial statements for the calendar quarter immediately preceding the purchase (which financial statements shall be reviewed by the Partnership's auditors), as appropriately adjusted for any capital contributions, distributions and major events (e.g., positive or negative clinical study results, merger proposals, IPOs) occurring with respect to such Pools and their Portfolio Companies after the date of such financial statements. Upon such election, and for so long as Dr. Harrison and/or Les Pommes holds such portions of such interests, Dr. Harrison and/or Les Pommes, as the case may be, shall contribute capital in respect of Pools B and C in an amount equal to the purchased interest percentage of any Pool B capital call or Pool C capital call, as the case may be, made on or after the date of such election.

(c) Profits and Losses. The profits and losses of each Pool shall also be calculated on a separate basis. The profits and losses with respect to Pool A shall be allocated exclusively

to the Limited Partners participating in Pool A, the profits and losses with respect to Pool B shall be allocated exclusively to the Limited Partners participating in Pool B, and the profits and losses with respect to Pool C shall be allocated exclusively to the Limited Partners participating in Pool C. For U.S. federal income tax purposes, all expenses attributable to Pool B or C shall be allocated solely to the Subject Limited Partner, with a priority allocation of subsequent net income or gains, if any, to the Subject Limited Partner in a corresponding amount.

(d) Expenses and Liabilities; ATLS Fee.

(i) Expenses and Liabilities. Any expenses directly attributable to a particular Pool shall be apportioned to such Pool. Any expenses that are attributable to all three Pools shall be apportioned among them in accordance with the relative cost basis of each Pool's remaining assets at the time such apportionment is made. By way of example only, (i) all of the Partnership's legal and accounting expenses attributable to the preparation and negotiation of amendments to this Agreement, to the extent pertaining to the creation of Pool C, shall be borne solely by Pool C and (ii) the Management Fee and the ATLS Fee shall be allocated among Pools A, B and C in accordance with the relative cost basis of each Pool's remaining assets at the time such allocation is made.

(ii) ATLS Fee. The General Partner shall prepare, for each fiscal year of the Partnership in advance of such fiscal year, a budget for the annual fee to be paid by the Partnership to ATLS (the "ATLS Fee"). Such budget shall be presented to the Subject Limited Partner for approval, and the Subject Limited Partner shall, within ten (10) business days of the budget being provided by the General Partner, either approve the budget or inform the General Partner that the Subject Limited Partner declines to provide such approval along with the reasons therefor. If the Subject Limited Partner fails to so respond within such ten (10) business day period, the budget shall be deemed to have been approved. If the Subject Limited Partner so informs the General Partner that it declines to approve the proposed budget, the Subject Limited Partner and the General Partner shall discuss in good faith any objections presented by the Subject Limited Partner to the initial proposed budget, and thereafter the General Partner shall have an opportunity to prepare a revised budget, which shall again be submitted for approval as set forth above. If a budget is not approved for a fiscal year, then the approved budget for such fiscal year shall be deemed to be the most recently approved budget for a prior fiscal year. In no event, however, shall the ATLS Fee be less than $8,500,000, except to the extent otherwise agreed by the General Partner. The Partners shall make capital contributions to the Partnership to fund the ATLS Fee semi-annually in advance and the Management Fee annually in advance, in each case, as required by the General Partner, from time to time, in accordance with the Agreement. The amount of the ATLS Fee may also be modified from time to time by mutual agreement of

the General Partner and the Subject Limited Partner. For the avoidance of doubt, the ATLS Fee shall be in addition to the Management Fee.

(e) Distributions Generally. Distributions with respect to each Pool shall be calculated and made separately and solely from assets of the applicable Pool.

(f) Pool Distributions.

(i) For the avoidance of doubt, (A) Paragraph 8(a) of the Agreement is the one captioned "Tax Distributions", (B) the provisions of Paragraph 8(b) of the Agreement, which was captioned "Tracking Unit Distributions", have been deleted from the Agreement and, accordingly, Paragraph 8(b) of the Agreement is now captioned "Reserved", (C) Paragraph 8(c) of the Agreement is the one captioned "Timing of Other Distributions", (D) Paragraph 8(d) of the Agreement is the one captioned "Apportionment of Other Distributions", (E) Paragraph 8(e) of the Agreement is the one captioned "Limitations on Distributions", and (F) Paragraph 8(f) of the Agreement is the one captioned "Distributions with Respect to Designated Profits", and any incorrect references to such paragraphs preceding the date of Amendment No. 17 to the Agreement are hereby deemed corrected to reflect the foregoing.

(ii) Distributions in respect of Pool B, other than Tax Distributions, shall be made as follows: (i) first, to the Limited Partners, in proportion to their respective capital contributions to Pool B, until they have received aggregate distributions pursuant to this sub-paragraph (I) equal to their aggregate capital contributions to Pool B; and (ii) thereafter, (A) 87.50% to the Limited Partners in proportion to their respective capital contributions to Pool B and (B) 12.50% to the Limited Partners participating in the carried interest attributable to Pool B in proportion to their respective Pool B Carried Interest Percentages (as defined below); provided, however, that if the General Partner has granted in the aggregate less than a 12.50% interest to the Limited Partners participating in the Pool B carried interest, then they shall be distributed such lesser percentage pursuant to clause (B) and the balance shall be distributed in accordance with clause (A). Distributions in respect of Pool C, other than Tax Distributions, shall be made as follows: (iii) first, to the Limited Partners, in proportion to their respective capital contributions to Pool C, until they have received aggregate distributions pursuant to this sub-paragraph (iii) equal to their aggregate capital contributions to Pool C; and (iv) thereafter, (C) 87.50% to the Limited Partners in proportion to their respective capital contributions to Pool C and (D) 12.50% to the Limited Partnecs participating in the carried interest attributable to Pool C in proportion to their respective Pool C Carried Interest Percentages (as

defined below); provided, however, that if the General Partner has granted in the aggregate less than a 12.50% interest to the Limited Partners participating in the Pool C carried interest, then they shall be distributed such lesser percentage pursuant to clause D and the balance shall be distributed in accordance with clause (C). For the avoidance of doubt, (W) Paragraph 8(d) of the Agreement captioned "Apportionment of Other Distributions" shall not be applicable to Pool B or Pool C, (X) Paragraph 8(f) of the Agreement captioned "Distributions with Respect to Designated Profits" shall be interpreted and applied on a Pool-by-Pool basis, (Y) in the General Partner's sole discretion, Limited Partners with Pool B Carried Interest Percentages or Pool C Carried Interest Percentages may waive carried interest attributable to Pool B or Pool C, as the case may be, in a manner consistent with the principles set forth in Paragraph 8(f) of the Agreement, and (Z) distributions in respect of Pool A shall be unaffected by Amendment No. 17 to the Agreement.

(g) Distribution Override. Notwithstanding any provision of this Amendment or the Agreement to the contrary, except for Tax Distributions, no amounts otherwise distributable in respect of Pool B Carried Interest Percentages or Pool C Carried Interest Percentages to Limited Partners holding a Pool B Carried Interest Percentage ***and /or*** a Pool C Carried Interest Percentage shall be made until the Subject Limited Partner has first been returned all of its capital contributions with respect to both Pool B ***and*** Pool C in the aggregate. In order to protect against an over-distribution to the Subject Limited Partner, once the Subject Limited Partner has received distributions from Pool B or Pool C in an amount equal to its aggregate capital contributions to such Pool, then any carried interest distributions with respect to such Pool otherwise distributable to Pool B carried interest participants or Pool C carried interest participants, as the case may be, shall be held in the Partnership and distributed to the Pool B carried interest participants or Pool C carried interest participants, as the case may be, only if and when the Subject Limited Partner has received from the Partnership (whether from Pool B and/or Pool C) an amount equal to its aggregate capital contributions with respect to both Pool B ***and*** Pool C. For the avoidance of doubt, if the Subject Limited Partner does not receive aggregate distributions at least equal to its aggregate capital contributions to both Pool B ***and*** Pool C, then any carried interest distributions retained by the Partnership pursuant to this Paragraph 20(g) shall be distributed upon the liquidation of the Partnership to the Subject Limited Partner until it has received aggregate distributions at least equal to its aggregate capital contributions to both Pool B ***and*** Pool C, and any remaining carried interest distributions retained by the Partnership would then be distributed to the Pool B and C carried interest participants, on a pro-rata basis.

(h) Pool Carried Interest and Vesting. The Limited Partners participating in the carried interest attributable to Pool B and their respective initial Pool B carried interest percentages ("Pool B Carried Interest Percentages") shall be as set forth in a schedule maintained by the General Partner and provided from time to time by the General Partner to the Subject Limited Partner and Dr. Harrison. Such schedule shall provide that the initial

aggregate Pool B Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be 7.50% (provided, however, that the Pool B Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates is subject to a potential partial reduction (but in no event below 5.00%) following the Partnership's final liquidation, as set forth in Schedule F hereto), that the initial Pool B Carried Interest Percentage for Anna Batarina shall be 2.00%, for Sally Jacob shall be 0.10%, and for Marie-Therese Afif shall be 0.05%. Each other Limited Partner participating in the Pool B carried interest shall be granted such Pool B Carried Interest Percentage as may be determined from time to time by the General Partner in its sole discretion; provided, however, that the aggregate Pool B Carried Interest Percentages do not exceed 12.50% at any time (subject to the aforesaid potential partial reduction). Dr. Harrison, Les Pommes and their respective affiliates and Ms. Batarina shall vest in their respective Pool B Carried Interest Percentages monthly on a straight-line basis commencing as of February 6, 2019, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool B Carried Interest Percentage. Any other Limited Partner receiving a Pool B Carried Interest Percentage shall vest therein monthly on a straight-line basis over the lesser of 120 months and the number of full calendar months remaining in the Initial Term and extensions which are at the option of the General Partner, commencing from the date such Limited Partner began providing services to the Partnership, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool B Carried Interest Percentage. The Limited Partners participating in the carried interest attributable to Pool C and their respective initial Pool C carried interest percentages ("Pool C Carried Interest Percentages") shall be as set forth in a schedule maintained by the General Partner and provided from time to time by the General Partner to the Subject Limited Partner and Dr. Harrison. Such schedule shall provide that the initial aggregate Pool C Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be 7.50% (provided, however, that the Pool C Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates is subject to a potential partial reduction (but in no event below 5.00%) following the Partnership's final liquidation, as set forth in Schedule F hereto), that the initial Pool C Carried Interest Percentage for Anna Batarina shall be 2.00%, for Sally Jacob shall be 0.10%, and for Marie-Therese Afif shall be 0.05%. Each other Limited Partner participating in the Pool C carried interest shall be granted such Pool C Carried Interest Percentage as may be determined from time to time by the Pool C Committee (as defined below) in its sole discretion; provided, however, that the aggregate Pool C Carried Interest Percentages do not exceed 12.50% at any time (subject to the aforesaid potential partial reduction). Dr. Harrison, Les Pommes and their respective affiliates and Ms. Batarina shall vest in their respective Pool C Carried Interest Percentages monthly on a straight-line basis commencing as of February 6, 2019, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool C Carried Interest Percentage. Any other Limited Partner receiving a Pool C Carried Interest Percentage shall vest therein monthly on a straight-line basis over the lesser of 120 months and the number of full calendar months remaining in the Initial Term and extensions which are at the option of the General Partner, commencing from the date such

Limited Partner began providing services to the Partnership, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool C Carried Interest Percentage. For the avoidance of doubt, the "vesting" provisions described in this Paragraph 20(h) shall be construed as "divesting" provisions, and so long as a Limited Partner with a Pool B Carried Interest Percentage or Pool C Carried Interest Percentage continues to provide services to the Partnership, such Limited Partner shall be entitled to full allocations and distributions with respect to its Pool B Carried Interest Percentage or Pool C Carried Interest Percentage, as the case may be. For the avoidance of doubt, vesting in respect of Pool A carried interest shall be unaffected by Amendment No. 17 to the Agreement.

(i) Management.

(i) Pools A and B. So long as ATP III GP, Ltd. continues as the General Partner, the management of Pools A and B, including, without limitation, any investment decisions, capital calls and budget approval requests with respect to Pool A or Pool B, shall be the sole responsibility of the General Partner, subject to any consent or other approval rights of the holders of the Preferred Units, as provided for in this Agreement.

(ii) Pool C. So long as ATP III GP, Ltd. continues as the General Partner, the management of Pool C, including, without limitation, any investment decisions, capital calls and budget approval requests with respect to Pool C, shall be delegated by the General Partner to, and shall be the sole responsibility of, a committee established with respect to Pool C (the "Pool C Committee"), subject to any consent or other approval rights of the holders of the Preferred Units, as provided for in this Agreement. The Pool C Committee shall consist of Dr. Harrison (so long as he is providing services to the Partnership) and, initially, Ms. Batarina. All decisions of the Pool C Committee shall be made by unanimous consent of the members of the Pool C Committee. So long as Dr. Harrison is providing services to the Partnership, he may remove Ms. Batarina (or any of her successors) as a member of the Pool C Committee and may replace her (or any of her successors) on the Pool C Committee with such United States person who is nominated by him, subject to the reasonable acceptance of the Subject Limited Partner."

5. Term. Paragraph 10(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Term of Partnership. Subject to Paragraph 10(b) or operation of law, the term of the Partnership and Pools B and C shall end on February 6, 2029 (the "Initial Term"); provided, however, that the Initial Term may be extended by the General Partner for up to two one-year periods. Subject to Paragraph 10(b) or operation of law, the term of Pool A shall end on December 31, 2022; provided, however, that such term may be extended by the General Partner for up to two one-year periods."

6. **Time Requirement; Successor Funds**. Notwithstanding anything to the contrary in the Agreement or the Letter Agreement, so long as ATP III GP, Ltd. continues as the General Partner, Dr. Harrison (a) shall devote such amount of his business time to the affairs of the Partnership as is reasonably required to direct its activities and (b) shall not, without the consent of the Subject Limited Partner, organize and manage one or more additional investment funds, if (i) the Management Company is receiving the Management Fee, (ii) Dr. Harrison is a general partner or managing member of each other investment entity formed by or with the Subject Limited Partner with an investment focus in life sciences, except for those referenced in clause (A) or (B) below, (iii) Pool C is actively making investments in new Portfolio Companies, and (iv) the Subject Limited Partner or its affiliates have not invested in another life sciences business or investment fund that is competitive with any entities managed or co-managed by Dr. Harrison, except for those referenced in clause (A) or (B) below. For the avoidance of doubt, nothing herein is intended to limit or restrict in any way (A) passive financial investments by the Subject Limited Partner or its affiliates in other life sciences businesses or investment funds that have distinctively shorter liquidity profiles (i.e., monthly or quarterly liquidity) than the Partnership or (B) investments by the Subject Limited Partner or its affiliates in other life sciences businesses having their principal place of business in China or other life sciences investment funds having their principal investment focus on China. If Dr. Harrison organizes and manages any additional investment fund (other than the prospective investment fund discussed by the Subject Limited Partner and Dr. Harrison which they have referred to as the ATP Parallel Fund) which requires the consent of the Subject Limited Partner pursuant to clause (b) above, then the Subject Limited Partner shall have a right of first refusal to make an investment in such additional investment fund in an aggregate amount not to exceed 20% of the aggregate capital commitments to such fund.

7. **Partner Clawback**. The first sentence of Paragraph 15(e) of the Agreement is hereby amended and restated in its entirety to read as follows:

"If (i) the Partnership incurs a liability or obligation under this Paragraph 15 in respect of any Pool and (ii) the Partnership does not have sufficient available cash on hand to satisfy such liability or obligation, then the General Partner, in its sole discretion, may require that each Partner participating in such Pool make additional payments to the Partnership, upon no less than ten days' prior written notice from the General Partner, of its pro rata share (according to the amount by which such liability or obligation would have reduced the aggregate distributions received by each Partner (and its predecessors in interest) in respect of such Pool as of the time of such notice), after giving effect to any distributions returned by the Partners pursuant to this Paragraph 15(e) and any distribution of such returned amounts to such Partners, had such liability or obligation been incurred and paid by the Partnership prior to the time any distributions were made) of an amount up to the amount necessary to satisfy such liability or obligation; provided that (A) no Partner shall be required to contribute as to any Pool an aggregate amount pursuant to this Paragraph 15(e) that exceeds 20% of its aggregate capital

contributions to such Pool, and (B) no Partner shall be required to contribute as to any Pool an amount that exceeds the aggregate amount of distributions made in respect of such Pool to such Partner (and such Partner's predecessors in interest) during the 24-month period preceding the date of such notice, except to fund any such liability or obligation (1) that the General Partner, the Partnership or an Indemnified Party was in the process of litigating, arbitrating or otherwise settling prior to the start of such 24-month period and (2) with respect to which the General Partner, the Partnership or an Indemnified Party delivered to the Partners written notice of such litigation, arbitration or settlement process prior to the start of such 24-month period; provided further that, for the avoidance of doubt, a Partner's obligation to make contributions to the Partnership under this Paragraph 15(e) shall be determined on an Pool-by-Pool basis."

8. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: _____

Title: Director, on behalf of M.C.R.S Limited

In the presence of:

_____

Witness

Maria Phylactou

Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprises Ltd.

By: _____

Title: Director on behalf of M.C.R.S Limited

In the presence of:

_____

Witness

Anna Maria Pavlou

Name of Witness (please print)

Executed as a deed by:

_____

Seth L. Harrison

In the presence of:

_____

Witness

_____

Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

_____
Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

_____
Name of Witness (please print)

Executed as a deed by:

_____
Seth L. Harrison

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

LES POMMES LLC

By: _____
Seth L. Harrison, Manager

In the presence of:

_____
Witness

Margaret M.Bigelow
Name of Witness (please print)

Executed as a deed by:

_____
Anna Batarina

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

Schedule F

Dr. Harrison potential carry reduction upon completion of liquidation of Pool C

1. Upon completion of liquidation of Pool C, the parties will determine, by following the steps outlined below, whether there needs to be a retroactive reduction to Dr. Harrison's carry.

2. First, determine for each portfolio company in which there has been a realized gain for Pool C, the percentage ownership for each of (a) Pool C, (b) its portfolio company employees and (c) Pool C's VPs/EIRs. If a Pool C VP/EIR also served as a portfolio company employee at some point, that portion of his percentage ownership which is attributable to his equity that vested while he was a portfolio company employee gets counted in bucket (b) rather than bucket (c).

3. If (b) + (c) exceeds 15%, then subtract the portion of (c) needed to get to exactly 15% (which we believe is the average employee percentage ownership of a venture-backed company), but never more than all of (c), to come up with the "overage" percentage. Next, convert the overage percentage to its equivalent dollar amount in terms of the total gain on the company. For example, if the total gain on the company is $40M and the overage percentage is 2%, then the equivalent dollar amount is $800K. Total the equivalent dollar amounts for all portfolio companies falling into this item 3.

4. If (b) + (c) is less than 15%, then the percentage by which it is less than 15% is the "underage" percentage. Next, convert the underage percentage to its equivalent dollar amount in terms of the total gain on the company. Total the equivalent dollar amounts for all portfolio companies falling into this item 4.

5. Subtract the total dollar amount of item 4 from the total dollar amount of item 3. If the net amount is positive, then Dr. Harrison has a contingent payment obligation to the Subject Limited Partner.

6. In the discussions between the Subject Limited Partner and Dr. Harrison leading up to the Pool C summary of terms, Dr. Harrison agreed to decrease the total carried interest in Pool C from 15% to 12.5%, resulting in a benefit to the Subject Limited Partner of 2.5%. At the same time, the Subject Limited Partner agreed to an increase in Dr. Harrison's carried interest from 5% to 7.5%, resulting in a benefit to Dr. Harrison of 2.5%. Accordingly, the "cost" of any negative adjustment should be shared equally by the Subject Limited Partner and Dr. Harrison.

7. If the amount in item 5 is positive, compute Dr. Harrison's actual overall carried interest percentage in Pool C. If it is greater than 5%, then Dr. Harrison has an actual payment

obligation to the Subject Limited Partner. In that case, first compute 50% of the positive amount so each of the Subject Limited Partner and Dr. Harrison share equally in the adjustment. Then, reduce Dr. Harrison's 50% share by his hypothetical tax liability on that amount (because Dr. Harrison would have already paid taxes on the positive amount). The net amount is Dr. Harrison s after-tax calculated payment obligation to the Subject Limited Partner, which then becomes due, provided that the amount payable can never reduce Dr. Harrison's carry percentage to less than 5%.

8. The above mechanism needs to be adjusted, however, in two situations. First, if a portfolio company employee or a Pool C EIR/VP invested on a similar basis to Pool C in a portfolio company in which Pool C realized a gain, that investment piece is excluded from this calculation. An example is Michael Davidson's $111,458 investment in the Corvidia convertible note financing, which was made on the same basis on which the Partnership invested.

9. The second adjustment is necessary only in those instances where a portfolio company has investors in addition to Pool C, e.g., in a syndicated deal. Excluding, for the moment, an IPO, the adjustment for a syndicated deal in which the Partnership has realized a gain would need to take into account Pool C's percentage ownership relative to the total ownership percentage of all investors. For example, if Pool C held 65% of the equity, other investors held 17%, and the employees and Pool C VP/EIRs held the remaining 18%, then the overage percentage would be 3%. But that would need to be pro-rated for Pool C's share of the total investor ownership in the company. In this example, Pool C's investor share is 65% divided by 82% (65% + 17%), or roughly 79%. So the 3% overage would be adjusted for Pool C's 79% investor ownership, yielding a net overage of 2.37%.

10. The same approach as in item 9 would need to be followed in the case of an IPO. But because it is impossible to track the company's metrics after an IPO, the parties would need to assume for the purposes of this calculation that the IPO constituted a deemed liquidation. For example, the company might go public at $25 per share and there might be an overage of 1.5% at that time. The parties would then assume that the company was liquidated immediately prior to the IPO at the IPO price. If the deemed liquidation at $25 per share resulted in a deemed total gain of $50M for the company, and Pool C owned 55% of the total investor shares at that time, then the overage would be $50M X 55% X 1.5%, or $412,500.

11. Notwithstanding the foregoing, if and to the extent that the total carried interest in Pool C, prior to any reduction to Dr. Harrison's 7.5% interest, is less than 12.5%, then the maximum 2.5% reduction to Dr. Harrison's 7.5% interest will be reduced by the amount the total carried interest in Pool C is less than 12.5%. For the avoidance of doubt and by way of example only, (a) if the total carried interest in Pool C prior to any reduction to Dr. Harrison's interest is 10.0%, then there will not be any reduction to Dr. Harrison's interest, and (b) if the total carried interest in Pool C prior to any reduction to Dr.

Harrison's interest is 11.25%, then the maximum reduction to Dr. Harrison's 7.5% interest will be 1.25%.

12. Notwithstanding the foregoing, appropriate adjustments will be made to eliminate from the calculations that portion of the percentage ownership by a portfolio company's employees that is founders' stock or shares issued to founders to protect them against dilution in respect of their founders' stock.

Example - Dr. Harrison's carry adjustment upon completion of Pool C liquidation

1. Factual Assumptions

   a) $1B contributed capital, 100% contributed by the Subject Limited Partner. (Note that $1B is used solely for simplicity here and that less than $1B will actually be contributed to Pool C because the $1B maximum amount will be reduced by the amount of the capital contributions made to Pool B.)
   b) $1.5B aggregate distributions.
   c) Dr. Harrison received 7.5% of $500M gain, or $37.5M.
   d) Dr. Harrison maximum pre-tax contingent repayment obligation is 2.5% of $500M, or $12.5M.
   e) Assumed Dr. Harrison effective rate of 30%. Therefore, Dr. Harrison maximum post-tax contingent repayment obligation is 70% of $12.5M, or $8.75M.
   f) Ten portfolio companies, six of which were profitable.
   g) Total carried interest in Pool C is 12.5% prior to any reduction pursuant to this Schedule F.
   h) No founders' stock issued with respect to any of the ten portfolio companies.

2. Analysis as to Profitable Portfolio Companies

   a) Company #1.
   Profit = $200M.
   Wholly-owned by Pool C, except for employee/VP/EIR pool ("VP/EIR Pool") of 17%.
   Pool C ownership = 83%.
   VP/EIR participation of 4%.
   Overage = 2%. $200M X 2% = $4M.

   b) Company #2.
   Profit = $75M.
   Wholly-owned by Pool C, except for VP/EIR Pool of 16%. Pool C ownership = 84%.
   VP/EIR participation of 0%.
   Overage = 0%. $75M X 0% = $0.

   c) Company #3.

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Profit = $350M.
Owned 50% by Pool C, 33% by other investors, 17% by VP/EIR Pool.
VP/EIR participation of 3%.
Overage = 2%. Pool C overage percentage = 50%/83% = 60%. 60% X 2% = 1.2%.
$350M X 1.2% = $4.2M.

d) Company #4.
Profit = $90M.
Owned 57% by Pool C, 34% by other investors, 9% by VP/EIR Pool.
VP/EIR participation of 2%.
Underage = -6%. Pool C underage percentage = 57%/91% = 63%. 63% X -6% = -3.8%. $90M X -3.8% = -$3.4M.

e) Company #5.
Profit = $100M. This is an assumed amount based on Pool C percentage ownership at time of IPO, i.e. (IPO price per share X # of Pool C shares) minus Pool C cost.
Owned 55% by Pool C, 38% by other investors, 7% by VP/EIR Pool.
VP/EIR participation of 5%.
Underage = -8%. Pool C underage percentage = 55%/93% = 59%. 59% X -8% = -4.7%. $100M X -4.7% = -$4.7M.

f) Company #6.
Profit = $300M. This is an assumed amount based on Pool C percentage ownership at time of IPO, i.e. (IPO price per share X # of Pool C shares) minus Pool C cost.
Owned 60% by Pool C, 23% by other investors, 17% by VP/EIR Pool.
VP/EIR participation of 1%.
Overage = 1%. Pool C overage percentage = 60%/83% = 72%. 72% X 1% = 0.7%.
$300M X 0.7%% = $2.1M.

3. Calculation of Net Overage

$4M + $0 + $4.2M - $3.4M - $4.7M + $2.1M = $2.2M.

4. Calculation of Dr. Harrison's 50% Share of Net Overage

$2.2M X 50% = $1.1M.

5. Calculation of Dr. Harrison's Net Post-Tax Share of Overage

$1.1M X 70% = $0.77M.

6. Calculation of Dr. Harrison's Maximum Post-Tax Repayment Obligation

$0.77M is less than $8.75M. Therefore, Dr. Harrison's repayment obligation is $0.77M.

Dr. Harrison potential carry reduction upon completion of liquidation of Pool B

Any carry reduction for Dr. Harrison with respect to his interest in Pool B will be determined in a manner consistent with the principles set forth above for determining a carry reduction with respect to his interest in Pool C.



EXECUTION VERSION

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 18

AMENDMENT NO. 18 (this "Amendment"), dated November 5, 2020, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "Agreement"), of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Pools.** Paragraph 20 to the Agreement is hereby amended and restated in its entirety to read as follows:

"20. Pools.

(a) Separate Pools. Except as otherwise expressly provided in this Paragraph 20 and to the maximum extent possible, all of the Partnership's assets and liabilities shall be divided into five separate pools ("Pools"). One Pool ("Company Building Pool C") shall consist of the assets, liabilities, income, gains, losses and expenses associated with Kynos Therapeutics Ltd and any new Projects or Portfolio Companies arising on or after September 9, 2020 ("Pool C Projects"), including (i) certain expenses as set forth in Paragraph 20(e) and (ii) such amount of Contingent Subscriptions by the Subject Limited Partner as is equal to $1 billion minus the aggregate amount of capital contributions made from time to time by the Subject Limited Partner to a second Pool ("Company Building Pool B"), including, for the avoidance of doubt, any capital contributions made by the Subject Limited Partner in respect of Company Building Pool B and its Projects and Portfolio Companies on or prior to the date of Amendment No. 18 to the Agreement. Company Building Pool B shall consist of the assets, liabilities, income, gains, losses and expenses associated with the following Projects and Portfolio Companies: Chinook Therapeutics U.S., Inc., Nine Square Therapeutics Corporation and Initial Therapeutics, Inc. ("Pool B Projects"), including (i) certain expenses as set forth in Paragraph 20(e) and (ii) such amount of Contingent Subscriptions by the Subject Limited Partner as is equal to the aggregate amount of capital contributions made from time to time by the Subject Limited Partner to Company Building Pool B. A third Pool ("Company Building Pool A") shall consist of $1.5 billion in aggregate Contingent Subscriptions by the Subject Limited Partner, Dr. Harrison and Les Pommes and all other assets, liabilities income, gains, losses and expenses of the Partnership, including certain

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expenses as set forth in Paragraph 20(e) ("Pool A Projects"). Notwithstanding the foregoing, (1) a fourth Pool ("Core Holdings Pool 1") shall consist of such assets as may be distributed from time to time by the Partnership to Core Holdings Pool 1 from Company Building Pool A and/or Company Building Pool B, and any assets, liabilities, income, gains, losses and expenses associated with or arising in respect of such distributed assets, including, without limitation, (i) certain expenses as set forth in Paragraph 20(e) and (ii) any capital contributions made from time to time by the Subject Limited Partner to Core Holdings Pool 1, and (2) a fifth Pool ("Core Holdings Pool 2") shall consist of such assets as may be distributed from time to time by the Partnership to Core Holdings Pool 2 from Company Building Pool C, and any assets, liabilities, income, gains, losses and expenses associated with or arising in respect of such distributed assets, including, without limitation, (i) certain expenses as set forth in Paragraph 20(e) and (ii) any capital contributions made from time to time by the Subject Limited Partner to Core Holdings Pool 2. No investments in new Projects or new Portfolio Companies shall be made out of (i) Company Building Pool A or Company Building Pool B after September 9, 2020 or (ii) Core Holdings Pool 1 or Core Holdings Pool 2. For the avoidance of doubt, follow-on investments with respect to any Project or Portfolio Company in Company Building Pool A, Company Building Pool B, Company Building Pool C, Core Holdings Pool 1 or Core Holdings Pool 2 shall continue to be made in the same Pool in which such Project or Portfolio Company is then held. Except as otherwise expressly provided in this Paragraph 20, the intent of the Partners is that the assets, liabilities, income, gains, losses and expenses associated with any particular Pool shall affect only that Pool and the Limited Partners participating therein, and not the Partnership generally, the other Pools or the Limited Partners participating in such other Pools. Accordingly, except as otherwise expressly provided in this Paragraph 20, separate and distinct records shall be maintained for each Pool, and capital contributions, distributions, income, gains, losses and expenses shall also be accounted for separately on a Pool-by-Pool basis.

(b) Core Holdings. The Subject Limited Partner and Dr. Harrison may, upon mutual agreement, designate Portfolio Companies that are Freely Marketable (as defined below) of Company Building Pool A and/or Company Building Pool B as Core 1A Companies and Core 1B Companies, respectively, and together as Core 1 Companies. The Subject Limited Partner and the Pool Committee (as defined in sub-paragraph 20(j)(ii)) may, upon mutual agreement, designate Portfolio Companies of Company Building Pool C that are Freely Marketable (as defined below) as Core 2 Companies. The Subject Limited Partner's entire interest in any Core 1 Company or Core 2 Company shall be distributed to Core Holdings Pool 1 or Core Holdings Pool 2, as the case may be, and the Partnership's remaining holdings of (A) such Core 1A Company shall be distributed in accordance with sub-paragraph 8(d)(ii), (B) such Core 1B Company shall be distributed in accordance with sub-paragraph 20(g)(ii)(B)(ii) and (C) such Core 2 Company shall be distributed in accordance with sub-paragraph 20(g)(ii)(D)(ii), in each case to the other Limited Partners entitled to participate in such distribution (i.e., certain Limited

Partners other than the Subject Limited Partner). "Freely Marketable" means any securities that satisfy the following conditions: (i) such securities can be immediately sold by the Partnership to the general public without the necessity of any federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or Section 13 or 16 of the Securities Exchange Act of 1934, as amended), (ii) such securities are either listed on a national securities exchange or carried on a national securities or NASDAQ and market quotations are readily available for such securities, and (iii) any "underwriter's lock-up" with respect to such securities has expired.

(c) Capital Contributions. All capital invested in Pool C Projects or attributable to expenses or liabilities of Pool C Projects (or liabilities or expenses otherwise apportioned to Company Building Pool C pursuant to Paragraph 20(e)) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Company Building Pool C. All capital invested in Pool B Projects or attributable to expenses or liabilities of Pool B Projects (or liabilities or expenses otherwise apportioned to Company Building Pool B pursuant to Paragraph 20(e)) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Company Building Pool B. All capital invested in Core Holdings Pool 1 or Core Holdings Pool 2 or attributable to expenses or liabilities of a Core 1 Company or Core 2 Company (or liabilities or expenses otherwise apportioned to Core Holdings Pool 1 or Core Holdings Pool 2) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Core Holdings Pool 1 or Core Holdings Pool 2, as the case may be. No other Partner shall be required to contribute any capital with respect to Pool C Projects or Company Building Pool C generally, to Pool B Projects or Company Building Pool B generally, to Core 1 Companies or Core Holdings Pool 1 generally, or to Core 2 Companies or Core Holdings Pool 2 generally. On and after February 1, 2020, capital contributions to the Partnership in respect of Company Building Pool A shall be made in the following percentages: (i) Ezbon - 50.7974%; (ii) Blue Horizon - 48.8054%; (iii) Dr. Harrison - 0.2383% and (iv) Les Pommes - 0.1589%. At any time, Dr. Harrison and/or Les Pommes may elect to purchase up to 2.5% in the aggregate of the Subject Limited Partner's interests in Company Building Pool B and Company Building Pool C at a price equal to the fair market value of such percentage interests purchased, determined as of the date of purchase. For this purpose, fair market value shall be as set forth in the Partnership's financial statements for the calendar quarter immediately preceding the purchase (which financial statements shall be reviewed by the Partnership's auditors), as appropriately adjusted for any capital contributions, distributions and major events (e.g., positive or negative clinical study results, merger proposals, IPOs) occurring with respect to such Company Building Pools and their Portfolio Companies after the date of such financial statements. Upon such election, and for so long as Dr. Harrison and/or Les Pommes holds such portions of such interests, Dr. Harrison and/or Les Pommes, as the case may be, shall contribute capital in respect of Company Building Pool B and Company Building Pool C in an amount equal to the purchased interest percentage of any Company Building Pool B capital call or Company Building Pool C capital call, as the case may

be, made on or after the date of such election, and allocations and distributions under the Agreement shall be appropriately adjusted in respect thereof.

(d) Profits and Losses. The profits and losses of each Pool shall also be calculated on a separate basis. The profits and losses with respect to Company Building Pool A shall be allocated exclusively to the Limited Partners participating in Company Building Pool A, the profits and losses with respect to Company Building Pool B shall be allocated exclusively to the Limited Partners participating in Company Building Pool B, the profits and losses with respect to Company Building Pool C shall be allocated exclusively to the Limited Partners participating in Company Building Pool C, the profits and losses with respect to Core Holdings Pool 1 shall be allocated exclusively to the Limited Partners participating in Core Holdings Pool 1, and the profits and losses with respect to Core Holdings Pool 2 shall be allocated exclusively to the Limited Partners participating in Core Holdings Pool 2. Subject to the last sentence of Paragraph 20(c), for U.S. federal income tax purposes, all expenses attributable to Company Building Pool B, Company Building Pool C, Core Holdings Pool 1 or Core Holdings Pool 2 shall be allocated solely to the Subject Limited Partner, with a priority allocation of subsequent net income or gains, if any, to the Subject Limited Partner in a corresponding amount.

(e) Expenses and Liabilities; ATLS Fee.

(i) Expenses and Liabilities. Any expenses directly attributable to a particular Pool shall be apportioned to such Pool. Any expenses that are attributable to more than one Pool shall be apportioned among the applicable Pools in accordance with the relative cost basis of each applicable Pool's remaining assets at the time such apportionment is made. By way of example only, (i) all of the Partnership's legal and accounting expenses attributable to the preparation and negotiation of amendments to this Agreement, to the extent pertaining to the creation of Company Building Pool C, shall be borne solely by Company Building Pool C and (ii) the Management Fee and the ATLS Fee shall be allocated among all five Pools in accordance with the relative cost basis of each Pool's remaining assets at the time such allocation is made. For the avoidance of doubt, the cost basis of assets in a Core Holdings Pool that were distributed to such Core Holdings Pool from a Company Building Pool shall be determined by reference to the cost basis of such assets in such Company Building Pool

(ii) ATLS Fee. The General Partner shall prepare, for each fiscal year of the Partnership in advance of such fiscal year, a budget for the annual fee to be paid by the Partnership to ATLS (the "ATLS Fee"). Such budget shall be presented to the Subject Limited Partner for approval, and the Subject Limited Partner shall, within ten (10) business days of the budget being provided by the General Partner, either approve the budget or inform the General Partner that the Subject Limited Partner declines to provide such approval along with the reasons therefor. If the Subject Limited Partner fails to so respond within such ten (10)

business day period, the budget shall be deemed to have been approved. If the Subject Limited Partner so informs the General Partner that it declines to approve the proposed budget, the Subject Limited Partner and the General Partner shall discuss in good faith any objections presented by the Subject Limited Partner to the initial proposed budget, and thereafter the General Partner shall have an opportunity to prepare a revised budget, which shall again be submitted for approval as set forth above. If a budget is not approved for a fiscal year, then the approved budget for such fiscal year shall be deemed to be the most recently approved budget for a prior fiscal year. In no event, however, shall the ATLS Fee be less than $8,500,000, except to the extent otherwise agreed by the General Partner. The Limited Partners shall make capital contributions to the Partnership to fund the ATLS Fee semi-annually in advance and the Management Fee annually in advance, in each case, as required by the General Partner, from time to time, in accordance with the Agreement. The amount of the ATLS Fee may also be modified from time to time by mutual agreement of the General Partner and the Subject Limited Partner. For the avoidance of doubt, the ATLS Fee shall be in addition to the Management Fee.

(f) Distributions Generally. Except as otherwise expressly provided in this Paragraph 20, distributions with respect to each Pool shall be calculated and made separately and solely from assets of the applicable Pool.

(g) Pool Distributions.

(i) For the avoidance of doubt, (A) Paragraph 8(a) is the one captioned "Tax Distributions", (B) the provisions of Paragraph 8(b), which was captioned "Tracking Unit Distributions", have been deleted from the Agreement and, accordingly, Paragraph 8(b) is now captioned "Reserved", (C) Paragraph 8(c) is the one captioned "Timing of Other Distributions", (D) Paragraph 8(d) is the one captioned "Apportionment of Other Distributions", (E) Paragraph 8(e) is the one captioned "Limitations on Distributions", and (F) Paragraph 8(f) is the one captioned "Distributions with Respect to Designated Profits", and any incorrect references to such paragraphs in the Agreement prior to September 9, 2020 are hereby deemed corrected to reflect the foregoing.

(ii) Distributions in respect of Company Building Pool B, other than Tax Distributions and distributions of Core 1B Companies, shall be made as follows: (A) first, to the Limited Partners, in proportion to their respective capital contributions to Company Building Pool B, until they have received aggregate distributions pursuant to this sub-paragraph (A) equal to their aggregate capital contributions to Company Building Pool B; and (B) thereafter, (i) 87.50% to the Limited Partners in proportion to

their respective capital contributions to Company Building Pool B and (ii) 12.50% to the Limited Partners participating in the carried interest attributable to Company Building Pool B in proportion to their respective Pool B Carried Interest Percentages (as defined below); provided, however, that if the General Partner has granted in the aggregate less than a 12.50% interest to the Limited Partners participating in the Company Building Pool B carried interest, then they shall be distributed such lesser percentage pursuant to clause (ii) and the balance shall be distributed in accordance with clause (i). Distributions in respect of Company Building Pool C, other than Tax Distributions and distributions of Core 2 Companies, shall be made as follows: (C) first, to the Limited Partners, in proportion to their respective capital contributions to Company Building Pool C, until they have received aggregate distributions pursuant to this sub-paragraph (C) equal to their aggregate capital contributions to Company Building Pool C; and (D) thereafter, (i) 87.50% to the Limited Partners in proportion to their respective capital contributions to Company Building Pool C and (ii) 12.50% to the Limited Partners participating in the carried interest attributable to Company Building Pool C in proportion to their respective Pool C Carried Interest Percentages (as defined below); provided, however, that if the General Partner has granted in the aggregate less than a 12.50% interest to the Limited Partners participating in the Company Building Pool C carried interest, then they shall be distributed such lesser percentage pursuant to clause (ii) and the balance shall be distributed in accordance with clause (i). Distributions in respect of Core Holdings Pool 1, other than Tax Distributions, shall be made as follows: (E) first, to the Subject Limited Partner until it has received aggregate distributions pursuant to this sub-paragraph (E) equal to its aggregate capital contributions to Core Holdings Pool 1 (with each in-kind distribution to Core Holdings Pool 1 from Capital Building Pool A or Capital Building Pool B being deemed to have been contributed to Core Holdings Pool 1 by the Subject Limited Partner at the volume weighted average price per share for the thirty trading days preceding the date of such distribution multiplied by the number of shares distributed to Core Holdings Pool 1); and (F) thereafter, (i) 98% to the Subject Limited Partner and (ii) 2% in the aggregate to Dr. Harrison and Ms. Batarina, split between them as mutually agreed by Dr. Harrison and the Subject Limited Partner; provided, however, that if the Subject Limited Partner has agreed to the grant of up to an additional 0.5% aggregate interest to other Limited Partners providing services with respect to Core Holdings Pool 1, then they shall be distributed such greater percentage pursuant to clause (ii) and the distribution in accordance with clause (i) shall be reduced accordingly. Distributions in respect of Core Holdings Pool 2, other than Tax Distributions, shall be made as follows: (G) first, to the Subject Limited Partner until it has

received aggregate distributions pursuant to this sub-paragraph (G) equal to its aggregate capital contributions to Core Holdings Pool 2 (with each in-kind distribution to Core Holdings Pool 2 from Capital Building Pool C being deemed to have been contributed to Core Holdings Pool 2 by the Subject Limited Partner at the volume weighted average price per share for the thirty trading days preceding the date of such distribution multiplied by the number of shares distributed to Core Holdings Pool 2); and (H) thereafter, (i) 98% to the Subject Limited Partner and (ii) 2% in the aggregate to Dr. Harrison and Ms.Batarina, split between them as mutually agreed by Dr. Harrison and the Subject Limited Partner; provided, however, that if the Subject Limited Partner has agreed to the grant of up to an additional 0.5% aggregate interest to other Limited Partners providing services with respect to Core Holdings Pool 2, then they shall be distributed such greater percentage pursuant to clause (ii) and the distribution in accordance with clause (i) shall be reduced accordingly. Carried interest distributions in respect of Core Holdings Pool 1 or Core Holdings Pool 2 shall be made on the third anniversary of the date on which such Pool first had any assets and on each three-year anniversary thereafter; provided, however, that such carried interest distributions may be made earlier at the discretion of the Subject Limited Partner and shall be made upon the expiration of the term of such Pool and upon the completion of liquidation of such Pool; and provided further, however; that Tax Distributions shall also be made in respect of such Pool in accordance with Paragraph 8(a). For the avoidance of doubt, (W) Paragraph 8(d) captioned "Apportionment of Other Distributions" shall not be applicable to Company Building Pool B, Company Building Pool C, Core Holdings Pool 1 or Core Holdings Pool 2, (X) Paragraph 8(e) captioned "Limitations on Distributions" shall be interpreted and applied on a Pool-by-Pool basis, (Y) in the General Partner's sole discretion, Limited Partners with Pool B Carried Interest Percentages, Pool C Carried Interest Percentages, Core Holdings Pool 1 Carried Interest Percentages or Core Holdings Pool 2 Carried Interest Percentages may waive carried interest attributable to Company Building Pool B, Company Building Pool C, Core Holdings Pool 1 or Core Holdings Pool 2, as the case may be, in a manner consistent with the principles set forth in Paragraph 8(f) captioned "Distributions with Respect to Designated Profits", and (Z) distributions in respect of Company Building Pool A shall be unaffected by Amendment No. 18 to the Agreement, except that distributions of Core 1 Companies from Company Building Pool A shall be made as provided in sub-paragraph 8(d)(ii).

(h) Distribution Override. Notwithstanding any provision of the Agreement (including Amendment 18 thereto) to the contrary, except for Tax Distributions, distributions of Core 1 Companies and distributions of Core 2 Companies, no amounts otherwise distributable in

respect of Pool B Carried Interest Percentages or Pool C Carried Interest Percentages to Limited Partners holding a Pool B Carried Interest Percentage ***and/or*** a Pool C Carried Interest Percentage shall be made until the Subject Limited Partner has first been returned all of its capital contributions with respect to both Company Building Pool B ***and*** Company Building Pool C in the aggregate. In order to protect against an over-distribution to the Subject Limited Partner, once the Subject Limited Partner has received distributions from Company Building Pool B or Company Building Pool C in an amount equal to its aggregate capital contributions to such Pool, then any carried interest distributions with respect to such Pool otherwise distributable to Company Building Pool B carried interest participants or Company Building Pool C carried interest participants, as the case may be, shall be held in the Partnership and distributed to the Company Building Pool B carried interest participants or Company Building Pool C carried interest participants, as the case may be, only if and when the Subject Limited Partner has received from the Partnership (whether from Company Building Pool B and/or Company Building Pool C) an amount equal to its aggregate capital contributions with respect to both Company Building Pool B ***and*** Company Building Pool C. For the avoidance of doubt, if the Subject Limited Partner does not receive aggregate distributions at least equal to its aggregate capital contributions to both Company Building Pool B ***and*** Company Building Pool C, then any carried interest distributions retained by the Partnership pursuant to this Paragraph 20(h) shall be distributed upon the liquidation of the Partnership to the Subject Limited Partner until it has received aggregate distributions at least equal to its aggregate capital contributions to both Company Building Pool B ***and*** Company Building Pool C, and any remaining carried interest distributions retained by the Partnership shall then be distributed to the Company Building Pool B and Company Building C carried interest participants, as applicable and on a pro-rata basis.

(i) Pool Carried Interest and Vesting. The Limited Partners participating in the carried interest attributable to Company Building Pool B and their respective initial Company Building Pool B carried interest percentages ("Pool B Carried Interest Percentages") shall, subject to the provisions of this Paragraph 20(i), be as determined by the General Partner and set forth in a schedule maintained by the General Partner and provided from time to time by the General Partner to the Subject Limited Partner and Dr. Harrison. Such schedule shall provide that the initial aggregate Pool B Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be 7.50% (provided, however, that the Pool B Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be subject to a potential partial reduction (but in no event below 5.00%) following the Partnership's final liquidation, as set forth in Schedule F hereto) and that the initial Pool B Carried Interest Percentage for Anna Batarina shall be 2.00%. Each other Limited Partner participating in the Company Building Pool B carried interest shall be granted such Pool B Carried Interest Percentage as may be determined from time to time by the General Partner in its sole discretion; provided, however, that the aggregate Pool B Carried Interest Percentages do not exceed 12.50% at any time (subject to the aforesaid potential partial reduction). Dr. Harrison, Les Pommes and their respective affiliates and Ms. Batarina shall vest in their respective Pool B Carried Interest Percentages monthly on a straight-line basis over 120 months (except that, in the case of their death or disability, vesting shall instead be over 60 months)

commencing as of February 6, 2019, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool B Carried Interest Percentage. Any other Limited Partner receiving a Company Building Pool B Carried Interest Percentage shall vest therein monthly on a straight-line basis over the lesser of 120 months and the number of full calendar months remaining in the Initial Term and extensions which are at the option of the General Partner, commencing from the date such Limited Partner began providing services to the Partnership, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool B Carried Interest Percentage (including, but not limited to, provisions for acceleration of vesting in the event of their death or disability). The Limited Partners participating in the carried interest attributable to Company Building Pool C and their respective initial Company Building Pool C carried interest percentages ("Pool C Carried Interest Percentages") shall, subject to the provisions of this Paragraph 20(i), be determined by the Pool Committee and as set forth in a schedule maintained by the General Partner and provided from time to time by the General Partner to the Subject Limited Partner and Dr. Harrison. Such schedule shall provide that the initial aggregate Pool C Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be 7.50% (provided, however, that the Pool C Carried Interest Percentage for Dr. Harrison, Les Pommes and their respective affiliates shall be subject to a potential partial reduction (but in no event below 5.00%) following the Partnership's final liquidation, as set forth in Schedule F hereto) and that the initial Pool C Carried Interest Percentage for Anna Batarina shall be 2.00%. Each other Limited Partner participating in the Company Building Pool C carried interest shall be granted such Pool C Carried Interest Percentage as may be determined from time to time by the Pool Committee in its sole discretion; provided, however, that the aggregate Pool C Carried Interest Percentages do not exceed 12.50% at any time (subject to the aforesaid potential partial reduction). Dr. Harrison, Les Pommes and their respective affiliates and Ms. Batarina shall vest in their respective Pool C Carried Interest Percentages monthly on a straight-line basis over 120 months (except that, in the case of their death or disability, vesting shall instead be over 60 months) commencing as of February 6, 2019, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool C Carried Interest Percentage. Any other Limited Partner receiving a Pool C Carried Interest Percentage shall vest therein monthly on a straight-line basis over the lesser of 120 months and the number of full calendar months remaining in the Initial Term and extensions which are at the option of the General Partner, commencing from the date such Limited Partner began providing services to the Partnership, so long as such Limited Partner continues to provide services to the Partnership and in accordance with any other conditions set forth in any separate agreement granting such Limited Partner a Pool C Carried Interest Percentage (including, but not limited to, provisions for acceleration of vesting in the event of their death or disability). The Limited Partners participating in the carried interest attributable to Core Holdings Pool 1 and their respective Core Holdings Pool 1 carried interest percentages, which shall not exceed 2% (or 2.5% in certain circumstances as provided above) in the aggregate ("Pool 1 Carried Interest Percentages"), shall be as determined from time to time by the General Partner and agreed to by the Subject Limited

Partner. The Limited Partners participating in the carried interest attributable to Core Holdings Pool 2 and their respective Core Holdings Pool 2 carried interest percentages, which shall not exceed 2% (or 2.5% in certain circumstances as provided above) in the aggregate ("Pool 2 Carried Interest Percentages"), shall be as determined from time to time by the General Partner and agreed to by the Subject Limited Partner. The Core Holdings Pool 1 carried interest and the Core Holdings Pool 2 carried interest shall be calculated based upon the net increase in value of Core Holdings Pool 1 and Core Holdings Pool 2, respectively, with the initial cost basis of any Core 1 Company or Core 2 Company being the value determined according to Paragraph 20(g)(ii)(E) or (G), as the case may be, and after taking account of all applicable Core Holdings Pool 1 or Core Holdings Pool 2 expenses. Any Limited Partner receiving a Pool 1 Carried Interest Percentage or Pool 2 Carried Interest Percentage shall remain vested therein only so long as such Limited Partner continues to provide services to the Partnership, except for any such longer period as may otherwise be determined to from time to time by the Subject Limited Partner and the General Partner or the Pool Committee, as applicable, with respect to any such Limited Partner, and shall forfeit its Pool 1 Carried Interest Percentage or Pool 2 Carried Interest Percentage, as the case may be, immediately thereafter. The Subject Limited Partner and the General Partner may adopt such other rules and regulations regarding the determination and application of Pool 1 Carried Interest Percentages as they may jointly agree upon from time to time. The Subject Limited Partner and the Pool Committee may adopt such other rules and regulations regarding the determination and application of Pool 2 Carried Interest Percentages as they may jointly agree upon from time to time. For the avoidance of doubt, the "vesting" provisions described in this Paragraph 20(i) shall be construed as "divesting" provisions, and so long as a Limited Partner with a Pool B Carried Interest Percentage, Pool C Carried Interest Percentage, Pool 1 Carried Interest Percentage or Pool 2 Carried Interest Percentage continues to provide services to the Partnership, such Limited Partner shall be entitled to full allocations and distributions with respect to its Pool B Carried Interest Percentage, Pool C Carried Interest Percentage, Pool 1 Carried Interest Percentage or Pool 2 Carried Interest Percentage, as the case may be. For the avoidance of doubt, (i) vesting in respect of Company Building Pool A carried interest and (ii) Schedule F shall be unaffected by Amendment No. 18 to the Agreement.

(j) Management.

(i) Company Building Pools A and B and Core Holdings Pool 1. So long as ATP III GP, Ltd. continues as the General Partner, the management of Company Building Pool A, Company Building Pool B and Core Holdings Pool 1, including, without limitation, any investment decisions, capital calls and budget approval requests with respect to Company Building Pool A, Company Building Pool B or Core Holdings Pool 1, shall be the sole responsibility of the General Partner, subject to any consent or other approval rights of the holders of the Preferred Units, as provided for in this Agreement.

(ii) Company Building Pool C and Core Holdings Pool 2. So long as ATP III GP, Ltd. continues as the General Partner, the management of Company Building Pool C and Core Holdings Pool 2, including, without limitation, any investment decisions, capital

calls and budget approval requests with respect to Company Building Pool C or Core Holdings Pool 2, shall be delegated by the General Partner to, and shall be the sole responsibility of, a committee established with respect to Company Building Pool C and Core Holdings Pool 2 (the "Pool Committee"), subject to any consent or other approval rights of the holders of the Preferred Units, as provided for in this Agreement. The Pool Committee shall consist of Dr. Harrison (so long as he is providing services to the Partnership) and, initially, Ms. Batarina. All decisions of the Pool Committee shall be made by unanimous consent of the members of the Pool Committee. So long as Dr. Harrison is providing services to the Partnership, he may remove Ms. Batarina (or any of her successors) as a member of the Pool Committee and may replace her (or any of her successors) on the Pool Committee with such United States person who is nominated by him, subject to the reasonable acceptance of the Subject Limited Partner.

(iii) Sales of Core Holdings Securities. Notwithstanding the foregoing, upon the written request of the Subject Limited Partner, the General Partner, in the case of Core Holdings Pool 1, or the Pool Committee, in the case of Core Holdings Pool 2, shall, subject to compliance with all applicable laws, use commercially reasonable efforts to sell all or part of the Partnership's holdings of a Core 1 Company or Core 2 Company, as the case may be, as so requested by the Subject Limited Partner and in accordance with such restrictions (including, without limitation, the sales price, the sales volume, the type of sale transaction, and the applicable stock exchange) as may be specified by the Subject Limited Partner, and distribute the net proceeds from such sale to the Subject Limited Partner.

(k) Core Holding Pool Leverage. Core Holdings Pool 1 and/or Core Holdings Pool 2 may utilize such leverage as may be agreed upon from time to time by the Subject Limited Partner and the General Partner, in the case of Core Holdings Pool 1, or the Subject Limited Partner and the Pool Committee, in the case of Core Holdings Pool 2; provided that any such leverage and its associated liabilities shall only affect Core Holdings Pool 1 or Core Holdings Pool 2, as the case may be, and shall not affect any other Pool."

2. **Term**. Paragraph 10(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Term of Partnership. Subject to Paragraph 10(b) or operation of law, (i) the term of the Partnership, Company Building Pool B, Company Building Pool C and Core Holdings Pool 2 shall end on February 6, 2029 (the "Initial Term"); provided, however, that the Initial Term may be extended by the General Partner for up to two one-year periods, (ii) the term of Company Building Pool A shall end on December 31, 2022; provided, however, that such term may be extended by the General Partner for up to two one-year periods, and (iii) the term of Core Holdings Pool 1 shall end on December 31, 2022, solely with respect to securities distributed to such Pool from Company Building Pool A, and shall otherwise end on February 6, 2029 with respect to all other securities; provided, however, that such term may in each case be extended

preceding the date of such notice, except to fund any such liability or obligation (1) that the General Partner, the Partnership or an Indemnified Party was in the process of litigating, arbitrating or otherwise settling prior to the start of such 24-month period and (2) with respect to which the General Partner, the Partnership or an Indemnified Party delivered to the Partners written notice of such litigation, arbitration or settlement process prior to the start of such 24-month period; provided further that, for the avoidance of doubt, a Partner's obligation to make contributions to the Partnership under this Paragraph 15(e) shall be determined on an Pool-by-Pool basis."

8. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

by the General Partner for up to two one-year periods. Notwithstanding the foregoing, the term of Core Holdings Pool 1 and/or Core Holdings Pool 2 may be shortened or further extended, in each case with the consent of the General Partner and the Subject Limited Partner."

3. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

_____
Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by: Elena Constantinou

Ezbon International Limited

By: [illegible]
Title: Director, on behalf of M.C.R.S. Limited

In the presence of:

Witness

Eliana Giannakou Hadjisavva
Name of Witness (please print)

Executed as a deed by: Anna Maria [illegible]

Blue Horizon Enterprise Ltd.

By: [illegible]
Title: Director, on behalf of M.C.R.S. Limited

In the presence of:

Witness

Adonis Zachariou
Name of Witness (please print)

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Name of Witness (please print)

Executed as a deed by:

LES POMMES LLC

By:
Seth L. Harrison, Manager

Executed as a deed by:

Ezhon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

_____
Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

_____
Name of Witness (please print)

Executed as a deed by:

_____
Seth L. Harrison

In the presence of:

_____
Witness

Margaret M. Bigelow
_____
Name of Witness (please print)

LES PUMPKIES LLC

Seth L. Harrison, Manager

In the presence of:

Witness

Margaret M.Bigelow

Name of Witness (please print)

Executed as a deed by:

Anna Batarina

In the presence of:

Witness

Margaret M. Bigelow

Name of Witness (please print)

EXECUTION VERSION

APPLE TREE PARTNERS IV, L.P. - AMENDMENT NO. 19

AMENDMENT NO. 19 (this "Amendment"), dated November 27, 2020, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "Agreement"), of Apple Tree Partners IV, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Partnership Name and Other Defined Terms.**

   a) Paragraph 1(a) of the Agreement is amended and restated in its entirety to read as follows:

   "(a) Firm Name. The name of the Partnership is ATP Life Science Ventures, L.P."

   b) The nomenclature for the following defined terms in the Agreement is changed as follows:

   (i) All references to "Company Building Pool A" are hereby changed to "ATP IV".
   (ii) All references to "Company Building Pool B" are hereby changed to "ATP V-1".
   (iii) All references to "Company Building Pool C" are hereby changed to "ATP V-2".
   (iv) All references to "Pool A Projects" are hereby changed to "ATP IV Projects".
   (v) All references to "Pool B Projects" are hereby changed to "ATP V-1 Projects".

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(vi) All references to "Pool C Projects" are hereby changed to "ATP V-2 Projects".

(vii) All references to "Pools" shall mean and include all of ATP IV, ATP V-1, ATP V-2, Core Holdings Pool 1 and Core Holdings Pool 2.

(viii) All references to "Pool B Carried Interest Percentages" are hereby changed to "ATP V-1 Carried Interest Percentages".

(ix) All references to "Pool C Carried Interest Percentages" are hereby changed to "ATP V-2 Carried Interest Percentages".

c) ATP V-1 and ATP V-2 are hereafter sometimes jointly referred to in the Agreement as "ATP V".

2. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____

Seth L. Harrison, Director

In the presence of:

Witness

Margaret M. Bigelow

Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: Maria Plyakota on behalf of MCRS LTD

Title: Director

In the presence of:

Witness

Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: Eleni Constantinou on behalf of M.C.R.S. LTD.

Title: Director

In the presence of:

Witness

Name of Witness (please print)

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

LES POMMES LLC

By:
Seth L. Harrison, Manager

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

Anna Batarina

In the presence of:

Witness

Margaret M. Bigelow

Name of Witness (please print)

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ATP LIFE SCIENCE VENTURES, L.P. - AMENDMENT NO. 20

AMENDMENT NO. 20 (this "Amendment"), dated June 21, 2021, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "Agreement"), of ATP Life Science Ventures, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Additional Paragraph 21.** A new Paragraph 21 is hereby added to the Agreement to read in its entirety as follows:

"21. Braeburn Inc.

(a) Pool Braeburn. A sixth Pool is hereby added to the Partnership, entitled "Pool Braeburn". Pool Braeburn shall consist of the assets, liabilities, income, gains, losses and expenses associated with the Partnership's investment in Braeburn Inc. and its successors (collectively, "Braeburn"), including without limitation any successors arising pursuant to or in connection with a bankruptcy or reorganization in bankruptcy of Braeburn. Such assets and expenses shall include without limitation (i) all securities of Braeburn owned by the Partnership on the date of Amendment No. 20 to the Agreement ("Amendment 20"), including all equity and debt securities, which securities owned by the Partnership on such date are referred to as the "Existing BB Securities", (ii) all right, title and interest of the Partnership pursuant to a memorandum of understanding with Braeburn dated February 22, 2021, as amended, regarding royalty payments in exchange for commercialization capital (the "MOU"), (iii) the $10,000,000 deposit made by the Partnership to Braeburn pursuant to Section 3 of the MOU (the "Deposit"); (iv) any

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additional capital contributions made by the Subject Limited Partner to the Partnership after the date of Amendment 20 in respect of Pool Braeburn, including $189,900,000 in unfunded previously approved budgets; (iv) any additional securities of Braeburn acquired by the Partnership after the date of Amendment 20 ("Additional BB Securities"), and (v) certain expenses as set forth in Paragraph 20(e). All additional Partnership investments in assets of Braeburn shall be held in Pool Braeburn. No investments in non-Braeburn assets shall be made by the Partnership in Pool Braeburn. Except as otherwise expressly provided in the Agreement, the intent of the Partners is that the assets, liabilities, income, gains, losses and expenses associated with Pool Braeburn shall affect only Pool Braeburn and the Limited Partners participating therein, and not the Partnership generally, the other Pools or the Limited Partners participating in such other Pools. Accordingly, except as otherwise expressly provided in the Agreement or required by the ELP Law, separate and distinct records shall be maintained for Pool Braeburn, and capital contributions, distributions, income, gains, losses and expenses in respect of Pool Braeburn shall be accounted for separately.

(b) Capital Contributions. All capital invested in the Partnership in respect of Pool Braeburn or attributable to expenses or liabilities of Pool Braeburn (or liabilities or expenses otherwise apportioned to Pool Braeburn pursuant to Paragraph 20(e)) shall be called from and contributed by the Subject Limited Partner exclusively and shall be treated as contributed to Pool Braeburn. No other Partner shall be required to contribute capital to or in respect of Pool Braeburn. In addition, (i) the Subject Limited Partner shall be deemed to have made a capital contribution to the Partnership solely in respect of Pool Braeburn equal to the value of the Partnership's investment in Braeburn (including the Existing BB Securities, the Deposit and the MOU) as of the date of Amendment 20 (the "Existing Value"), which Existing Value is agreed by both the General Partner and the Subject Limited Partner to be $203,669,000, based on an independent third-party valuation, (ii) ATP IV shall be deemed to have transferred the Existing BB Securities, the Deposit and the MOU to Pool Braeburn on the date of Amendment 20 at a price equal to the Existing Value, and (iv) on the date of

Amendment 20, an amount equal to the Existing Value shall be deemed to have been distributed by the Partnership in respect of ATP IV to the Subject Limited Partner, Dr. Harrison and Les Pommes in respect of their Preferred Units, and on a pro rata basis thereto, as a return of capital and, accordingly, no funds will actually be transferred.

(c) Profits and Losses. The profits and losses of Pool Braeburn shall be calculated on a separate basis and shall be allocated exclusively to the Limited Partners participating in Pool Braeburn. For U.S. federal income tax purposes, all expenses attributable to Pool Braeburn shall be allocated solely to the Subject Limited Partner, with a priority allocation of subsequent net income or gains, if any, to the Subject Limited Partner in a corresponding amount.

(d) Distributions. Distributions in respect of Pool Braeburn, other than Tax Distributions, shall be made as follows: (A) first, to the Subject Limited Partner until it has received aggregate distributions pursuant to this clause (A) equal to its aggregate capital contributions (including its deemed capital contribution of $203,669,000) to Pool Braeburn; and (B) thereafter, 92.5% to the Subject Limited Partner, 4.5% to Dr. Harrison, and 3.0% to Ms. Batarina. Notwithstanding the foregoing, the Pool Committee shall, subject to receipt of prior written notice from the Subject Limited Partner at any time, cause the Partnership to distribute all of the net assets of Pool Braeburn in accordance with clause (B) of the preceding sentence, subject to compliance with the General Partner's duties under the ELP Law, all applicable securities laws and internal policies of Braeburn. The vesting schedules for Dr. Harrison's and Ms. Batarina's carried interests in Pool Braeburn shall be the same as they were in ATP IV.

(e) Management. So long as ATP III GP, Ltd. continues as the General Partner, the management of Pool Braeburn, including without limitation any investment decisions, capital calls and approval requests with respect to Pool Braeburn, shall be delegated by the General Partner to, and shall be the sole responsibility of, the Pool Committee, subject to any consent or other approval rights of the holders of the Preferred Units, as provided for in this Agreement."

2. **Additional Paragraph 22.** A new Paragraph 22 is hereby added to the Agreement to read in its entirety as follows:

"22. Pool ATP V-3.

(a) ATP V-3. A seventh Pool is hereby added to the Partnership, entitled "ATP V-3". ATP V-3 shall consist of the assets, liabilities, income, gains, losses and expenses associated with the Partnership's investments in Ascidian Therapeutics, Inc. ("Ascidian"), Gala Therapeutics, Inc. ("Gala"), Galary, Inc. ("Galary"), Galvanize Therapeutics, Inc. ("Galvanize"), Galaxy Medical, Inc. ("Galaxy"), Intergalactic Therapeutics, Inc. ("Intergalactic"), Marengo Therapeutics, Inc. ("Marengo") and their respective successors (collectively, the "ATP V-3 Companies"). Such assets and expenses shall include without limitation (i) all securities of the ATP V-3 Companies owned by the Partnership on the date of Amendment 20, including all equity and debt securities, which securities owned by the Partnership on such date are referred to as the "Existing ATP V-3 Securities", (ii) any additional capital contributions made by the Limited Partners to the Partnership after the date of Amendment 20 in respect of ATP V-3, including amounts payable by the Limited Partners to the Partnership to enable it to make follow-on investments in the ATP V-3 Companies, which follow-on investments were previously approved by the Subject Limited Partner (the "Prior Budgeted ATP V-3 Follow-on Investments); (iii) any additional securities of the ATP V-3 Companies acquired by the Partnership after the date of Amendment 20, other than the Prior Budgeted ATP V-3 Follow-on Investments ("Additional ATP V-3 Securities"), and (iv) certain expenses as set forth in Paragraph 20(e). All additional Partnership investments in assets of the ATP V-3 Companies shall be held in ATP V-3. No investments in non-ATP V-3 Companies shall be made by the Partnership in ATP V-3. Except as otherwise expressly provided in the Agreement, the intent of the Partners is that the assets, liabilities, income, gains, losses and expenses associated with ATP V-3 shall affect only ATP V-3 and the Limited Partners participating therein, and not the Partnership generally, the other Pools or the Limited Partners participating in such other Pools. Accordingly, except as otherwise expressly provided in the Agreement or required by the ELP

Law, separate and distinct records shall be maintained for ATP V-3, and capital contributions, distributions, income, gains, losses and expenses in respect of ATP V-3 shall be accounted for separately.

(b) Capital Commitments and Contributions. ATP V-3 shall have capital commitments of $500,000,000, including without limitation (i) the $189,500,000 of capital deemed to have been contributed as provided below, (ii) the $70,853,399 of capital comprising the Prior Budgeted ATP V-3 Follow-on Investments, and (iii) approximately $235,000,000 in investments anticipated to be made in new Portfolio Companies. All capital invested in the Partnership in respect of ATP V-3 or attributable to expenses or liabilities of ATP V-3 (or liabilities or expenses otherwise apportioned to ATP V-3 pursuant to Paragraph 20(e)) shall be called from and contributed by the Subject Limited Partner, Dr. Harrison and Les Pommes exclusively and shall be treated as contributed to ATP V-3. From and after the date of Amendment 20, the Ezbon, Blue Horizon, Dr. Harrison and Les Pommes shall contribute 50.7974%, 48.8054%, 0.1869% and 0.2103%, respectively, of such capital. No other Partner shall be required to contribute capital to or in respect of ATP V-3. In addition, (i) the Subject Limited Partner, Dr. Harrison and Les Pommes shall be deemed to have made capital contributions to the Partnership solely in respect of ATP V-3 equal in the aggregate to the value of the Partnership's investment in the ATP V-3 Companies (including the Existing ATP V-3 Securities) as of the date of Amendment 20 (the "Existing ATP V-3 Value"), which Existing ATP V-3 Value is agreed by the General Partner, the Subject Limited Partner, Dr. Harrison and Les Pommes to be $189,544,660, and such capital contributions shall be deemed to have been made by Ezbon, Blue Horizon, Dr. Harrison and Les Pommes in the respective amounts of $97,101,127.51, $89,392,036.25, $1,436,768.54 and $1,615,727.70, immediately prior to the date of Amendment 20, (ii) ATP IV shall be deemed to have transferred the Existing ATP V-3 Securities to ATP V-3 on the date of Amendment 20 at a price equal to the Existing ATP V-3 Value, and (iv) on the date of Amendment 20, an amount equal to the Existing ATP V-3 Value shall be deemed to have been distributed by the Partnership in respect of ATP IV to the Subject Limited Partner, Dr. Harrison and Les Pommes in respect of their Preferred Units, and on a pro rata basis

thereto, as a return of capital and, accordingly, no funds will actually be transferred.

(c) Profits and Losses. The profits and losses of ATP V-3 shall also be calculated on a separate basis and shall be allocated exclusively to the Limited Partners participating in ATP V-3. For U.S. federal income tax purposes, all expenses attributable to ATP V-3 shall be allocated solely to the Subject Limited Partner, Dr. Harrison and Les Pommes on a pro rata basis to their respective aggregate capital contributions to ATP V-3, with a priority allocation of subsequent net income or gains, if any, to them in a corresponding amount and on such pro rata basis.

(d) Distributions. Distributions in respect of ATP V-3, other than Tax Distributions, shall be made as follows: (i) first, to the Subject Limited Partner, Dr. Harrison and Les Pommes, pro rata to their respective unreturned capital contributions, until they have received aggregate distributions pursuant to this clause (i) equal to their aggregate capital contributions (including deemed capital contributions) to ATP V-3; and (ii) thereafter, (A) 44.5945% to Ezbon, (B) 40.8446% to Blue Horizon, and (C) 5.3757% to Dr. Harrison, 5.8391% to Les Pommes, 2.0561% to Ms. Batarina, 0.5000% to Paul Eisenberg and 0.7900% to Jonathan Waldstreicher. Notwithstanding the foregoing, the General Partner shall, subject to receipt of prior written notice from the Subject Limited Partner at any time, cause the Partnership to distribute all of the Freely Marketable securities of an ATP V-3 Portfolio Company in accordance with clause (ii) of the preceding sentence, subject to compliance with the General Partner's duties under the ELP Law, all applicable securities laws and internal policies of such Portfolio Company. The vesting schedules for Dr. Harrison's, Les Pommes's, Ms. Batarina's, Dr. Eisenberg's and Dr. Waldstreicher's carried interests in ATP V-3 shall be the same as they were in ATP IV.

(e) Management. So long as ATP III GP, Ltd. continues as the General Partner, the management of ATP V-3, including without limitation any investment decisions, capital calls and approval requests with respect to ATP V-3, shall be the sole responsibility of the General Partner, subject to

any consent or other approval rights of the Subject Limited Partner, as provided for in this Agreement.

(f) Right to Purchase. Dr. Harrison and/or Les Pommes shall have the right to purchase such portion of the Subject Limited Partner's capital interest in ATP V-3 as will be sufficient to give them an aggregate capital interest in ATP V-3 (including their capital interests in ATP V-3 owned prior to such purchase) of up to 2.5%, on the same terms and conditions as their right to purchase up to 2.5% of the Subject Limited Partner's capital interests in ATP V-1 and ATP V-2. In the event of such a purchase, the subsequent capital contribution obligations of the Subject Limited Partner, Dr. Harrison and Les Pommes in respect of ATP V-3 shall be appropriately adjusted."

3. **Additional Paragraph 23.** A new Paragraph 23 is hereby added to the Agreement to read in its entirety as follows:

"23. Stoke and Akero Distributions. As promptly as practicable following the date of Amendment 20, including compliance with all applicable securities laws and all internal policies of Stoke Therapeutics, Inc. ("Stoke") and Akero Therapeutics, Inc. ("Akero"), all of ATP IV's 17,161,713 shares of common stock of Stoke (the "Stoke Shares") and 5,830,203 shares of common stock of Akero (the "Akero Shares") shall be distributed to the Limited Partners in accordance with the following:

a) All of the Stoke Shares and Akero Shares shall be distributed by the Partnership on behalf of ATP IV in "carry mode", i.e., in accordance with the provisions of Paragraph 8(d)(ii) of the Agreement, as adjusted in accordance with this Paragraph 23.

b) Distributions of Stoke Shares and Akero Shares to Dr. Harrison, Les Pommes and Ms. Batarina in respect of their carried interest shall not be reduced to take account of prior tax distributions to them. Subsequent carried interest distributions to such Limited Partners in respect of ATP IV shall, however, take account of their prior tax distributions.

c) Distributions of Stoke Shares and Akero Shares to all other carried interest Limited Partners in ATP IV shall be reduced to take account of prior tax distributions to them, as provided for in the Agreement. Such reductions shall inure to the benefit of the Subject Limited Partner, Dr. Harrison and Les Pommes on a pro rata basis in respect of their Preferred Units, as provided for in the Agreement. Such reductions shall be made from the Stoke and Akero distributions on a pro rata basis in accordance with the respective values of such distributions.

d) For all purposes of the Agreement, each Stoke Share and Akero Share shall be deemed to have been distributed to the Limited Partners at the closing price thereof on The Nasdaq Global Select Market on the distribution date.

e) With the exception of the Stoke Shares and Akero Shares distributed to the Subject Limited Partner, Dr. Harrison and Les Pommes to make up for prior tax distributions, the distributions of the Stoke Shares and Akero Shares shall not be deemed to be a return of the preference amounts on the Preferred Units.

f) The General Partner shall have the discretion to specify which lots of stock are used for distributions to designated Limited Partners."

4. **Additional Paragraph 24.** A new Paragraph 24 is hereby added to the Agreement to read in its entirety as follows:

"24. Pool ATP IV. Following the transfers pursuant to Paragraphs 21 and 22 and the distributions pursuant to Paragraph 23, the only assets remaining in ATP IV in respect of prior investments by the Partnership will consist of contingency payments (escrows, milestone payments and the like, which are hereafter referred to collectively as "Contingency Payments") receivable as to the sales or mergers of Corvidia Therapeutics, Inc., Syntimmune, Inc., Tendyne Holdings, Inc. and Tusker Medical, Inc. ATP IV shall not make any new investments. ATP IV shall have unfunded capital commitments of $20,000,000 to pay its continuing expenses, which shall be contributed in accordance with the terms of the Agreement by the following Limited Partners: Ezbon – 50.7974%, Blue Horizon – 48.8054%, Dr. Harrison – 0.1869% and Les Pommes – 0.2103%."

5. **Term of Partnership and Pools**. Subject to Paragraph 10(b) or operation of law, (i) the term of ATP V-1, ATP V-2, ATP V-3, Pool Braeburn, Holding Pool 1 and Holding Pool 2 shall end on February 6, 2029 (the "Initial Term"); provided, however, that the Initial Term of each of those Pools may be extended by the General Partner for up to two one-year periods, (ii) the term of ATP IV shall end on the date the last Contingency Payment has been received or the right to receive any remaining Contingency Payment has been extinguished, and (iii) the term of the Partnership shall end when the term of the last Pool has expired. Notwithstanding the foregoing, the term of Holding Pool 1 and/or Holding Pool 2 may be shortened or further extended, in each case with the consent of the General Partner and the Subject Limited Partner."

6. **Expenses and Liabilities; ATLS Fee**. Paragraph 20(e) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(e) Expenses and Liabilities; ATLS Fee.

(i) Expenses and Liabilities. Any fees and expenses directly attributable to a particular Pool shall be apportioned to such Pool. Any fees and expenses that are attributable to more than one Pool shall be apportioned among the applicable Pools in accordance with their respective overhead allocation percentages, which shall initially be as follows: ATP IV – 2.5%, ATP V-1 – 15.0%, ATP V-2 – 45.0%, ATP V- 3 – 30.0% and Pool Braeburn – 7.5%. By way of example only, (A) all of the Partnership's legal expenses attributable to new investments in ATP V-2, shall be borne solely by ATP V-2 and (B) the Management Fee and the ATLS Fee shall initially be allocated among ATP IV, ATP V-1, ATP V-2, ATP V-3 and Pool Braeburn in accordance with their respective overhead allocation percentages. From time to time, as they deem necessary, the Subject Limited Partner and the General Partner shall in good faith appropriately adjust the overhead allocation percentages for the Pools (including the Holding Pools) to reflect changes in the Partnership's circumstances.

(ii) ATLS Fee. The General Partner shall prepare, for each calendar year of the Partnership in advance of such year, a budget for the annual fee to be paid by the Partnership to ATLS (the "ATLS Fee").

Such budget shall be presented to the Subject Limited Partner for approval no later than December 1 of the prior year, and the Subject Limited Partner shall, within ten (10) business days of the budget being provided by the General Partner, either approve the budget or inform the General Partner that the Subject Limited Partner declines to provide such approval along with the reasons therefor. If the Subject Limited Partner fails to so respond within such ten (10) business day period, the budget shall be deemed to have been approved. If the Subject Limited Partner so informs the General Partner that it declines to approve the proposed budget, the Subject Limited Partner and the General Partner shall discuss in good faith any objections presented by the Subject Limited Partner to the initial proposed budget, and thereafter the General Partner shall have an opportunity to prepare a revised budget, which shall again be submitted for approval as set forth above. If a budget is not approved for a calendar year, then the approved budget for such year shall be deemed to be the most recently approved budget for a prior calendar year; provided, however, that if there were extraordinary, non-recurring expenses in such prior year's fee, such extraordinary, non-recurring expenses shall be excluded from the succeeding year's fee, and if there are extraordinary, non-recurring expenses anticipated in the succeeding year's fee, then the Subject Limited Partner and the General Partner shall mutually agree in good faith as to whether and to what extent such extraordinary, non-recurring expenses will be included in the succeeding year's fee. The ATLS Fee for 2021 shall be $17,812,087. The Limited Partners shall make capital contributions to the Partnership to fund the ATLS Fee semi-annually in advance and the Management Fee annually in advance, in each case, as required by the General Partner, from time to time, in accordance with the Agreement. The amount of the ATLS Fee may also be modified from time to time by mutual agreement of the General Partner and the Subject Limited Partner. For the avoidance of doubt, the ATLS Fee shall be in addition to the Management Fee."

7. **Distribution Override**. The distribution override provisions of Paragraph 20(h) are hereby deemed revised as to Dr. Harrison, Les Pommes and Ms.

Batarina to the extent necessary so that they apply to them as to ATP V-1, ATP V-2 and ATP V-3, rather than solely as to ATP V-1 and ATP V-2. For the avoidance of doubt, the distribution override provisions of Paragraph 20(h) remain unchanged as to all other carried interest Limited Partners. The distribution override provisions of Paragraph 20(h) shall not apply to distributions of Freely Marketable securities that are directed to be made by the Subject Limited Partner.

8. **Holding Pools**. Paragraph 20(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Holding Pools. Core Holdings Pool 1 and Core Holdings Pool 2 are hereby redesignated "Holding Pool 1" and "Holding Pool 2", respectively. The Subject Limited Partner and Dr. Harrison may, upon mutual agreement, elect to distribute all of a Portfolio Company's securities in ATP V-1 that are Freely Marketable (as defined below) in accordance with sub-paragraph 20(g)(ii)(B) and all of a Portfolio Company's securities in ATP V-3 that are Freely Marketable in accordance with sub-paragraph 22(d)(ii). The Subject Limited Partner and the Pool Committee may, upon mutual agreement, elect to distribute all of a Portfolio Company's securities in ATP V-2 that are Freely Marketable in accordance with sub-paragraph 20(g)(ii)(D). The portion of such securities to be distributed to the Subject Limited Partner shall be distributed to Holding Pool 1, in the case of ATP V-1 or ATP V-3 securities, and Holding Pool 2, in the case of ATP V-2 securities, and, in each case, outright to the other Limited Partners entitled to participate in such distribution (i.e., certain Limited Partners other than the Subject Limited Partner). "Freely Marketable" means any securities that satisfy the following conditions: (i) such securities can be immediately sold by the Partnership to the general public without the necessity of any federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or Section 13 or 16 of the Securities Exchange Act of 1934, as amended), (ii) such securities are either listed on a national securities exchange or carried on a national securities or NASDAQ and market quotations are readily available for such securities, and (iii) any "underwriter's lock-up" with respect to such securities has expired."

9. **Additional Paragraph 25.** A new Paragraph 25 is hereby added to the Agreement to read in its entirety as follows:

"25. Non-binding Distributions Guidelines. The General Partner and the Pool Committee, as applicable, anticipate that for each new publicly-traded company held in the Partnership after the date of Amendment 20, 50% of the holdings will be distributed by 18 months afer the initial public offering and the remaining 50% will be distributed by 42 months after the initial public offering, in each case subject to compliance with all applicable securities laws and internal policies of the applicable company."

10. **Certain Mandatory Distributions**. Notwithstanding anything to the contrary set forth in this Agreement, the General Partner shall, subject to receipt of prior written notice from the Subject Limited Partner at any time, cause the Partnership to distribute all of the Freely Marketable securities of an ATP V-1 Portfolio Company in accordance with clause (B) of Paragraph 20(g)(ii), subject to compliance with the General Partner's duties under the ELP Law, all applicable securities laws and internal policies of such Portfolio Company. Notwithstanding anything to the contrary set forth in this Agreement, the Pool Committee shall, subject to receipt of prior written notice from the Subject Limited Partner at any time, cause the Partnership to distribute all of the Freely Marketable securities of an ATP V-2 Portfolio Company in accordance with clause (D) of Paragraph 20(g)(ii), subject to compliance with the General Partner's duties under the ELP Law, all applicable securities laws and internal policies of such Portfolio Company.

11. **Subsequent Adjustments.** Notwithstanding anything to the contrary set forth in this Amendment, the distribution percentages set forth above shall be appropriately adjusted by the General Partner in good faith to take account of any carried interest divestments, Default Charges, non-pro rata capital contributions or the like occurring after the date of this Amendment.

12. **Shifting of Investments from One Pool to Another Pool**. For the avoidance of doubt, the parties acknowledge that certain budgets for additional investments were previously approved as to Portfolio Companies whose securities are now being moved from one Pool to another Pool and that such prior approved budgets continue to apply as to the Pool to which such securities are now being moved, e.g. Pool Braeburn and ATP V-3.

13. **Schedules**. The Schedules supporting certain of the calculations contained in this Amendment and set forth in Annex A hereto are hereby incorporated by reference into this Amendment as if set forth herein at length. The parties acknowledge that certain of such Schedules or portions thereof are pro forma only, based on certain assumptions which may or may not occur.

14. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:

Executed as a deed by:

ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: _____

Title: Director on behalf of M.C.R.S. Limited

In the presence of:

_____

Witness

Maria Ch Gavriatou

Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____

Title: Director on behalf of M.C.R.S. Limited

In the presence of:

_____

Witness

Violetta Lavvari

Name of Witness (please print)

Executed as a deed by:

_____

Seth L. Harrison

In the presence of:

LIMITED PARTNERS:

Executed as a deed by:

Ezbon International Limited

By: _____
Title: _____

In the presence of:

_____
Witness

_____

Name of Witness (please print)

Executed as a deed by:

Blue Horizon Enterprise Ltd.

By: _____
Title: _____

In the presence of:

_____
Witness

_____

Name of Witness (please print)

Executed as a deed by:

_____
Seth L. Harrison

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

LES POMMES LLC

By: _____
Seth L. Harrison, Manager

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

Anna Batarina

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

ATP LIFE SCIENCE VENTURES, L.P. - AMENDMENT NO. 21

AMENDMENT NO. 21 (this "Amendment"), dated December 05 2022, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "Agreement"), of ATP Life Science Ventures, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Paragraph 25.** Paragraph 25 of the Agreement is hereby amended and restated to read in its entirety as follows:

"25. Non-binding Distributions Guidelines. The General Partner and the Pool Committee, as applicable, anticipate that for each new publicly-traded company held in the Partnership after the date of Amendment 20, 50% of the Partnership's equity interest in such company at the date of distribution will be fully distributed by the last day of the 18th calendar month following the closing of the initial public offering (the "Initial Period") and 100% of the remaining Partnership's equity interest in such company will be fully distributed by the last day of the 42nd calendar month following the closing of the initial public offering (the period between the end of the Initial Period and such date, the "Subsequent Period"), in each case subject to compliance with all applicable securities laws and internal compliance policies of the applicable company. Notwithstanding the above guidelines, if the public market price per share of the security being distributed reaches five times the average weighted cost per share of the Partnership's equity interest in such company any time during (i) the Initial Period, the General Partner and the Pool Committee, as applicable shall, as soon as practicable, distribute 50% of the Partnership's equity interest in such company at the date of distribution and (ii) the Subsequent Period, the General Partner and the Pool Committee, as applicable shall, as soon as practicable, distribute 100% of the remaining portion of the Partnership's equity interest in such

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company and, in each case subject to compliance with all applicable securities laws and internal compliance policies of the applicable company."

2. **Miscellaneous**. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:
Executed as a deed by:
ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:
Ezbon International Limited

By: _____
Anna Maria Pavlou

Title: Director

In the presence of:

_____
Witness

Erma Alkiviadou
Name of Witness (please print)

Executed as a deed by:
Blue Horizon Enterprise Ltd.

By: _____
Elena Constantinou

Title: Director

In the presence of:

_____
Witness

Eliana Hadjisavva
Name of Witness (please print)

Executed as a deed by:

Seth L. Harrison

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:
LES POMMES LLC

By: _____
Seth L. Harrison, Manager

In the presence of:

Witness

Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:

Anna Batarina

In the presence of:

Witness

Margaret M. Bigelow

Name of Witness (please print)

EXECUTION VERSION

ATP LIFE SCIENCE VENTURES, L.P. - AMENDMENT NO. 22

AMENDMENT NO. 22 (this "Amendment"), dated December 20, 2024, to the First Amended and Restated Limited Partnership Agreement, as amended from time to time (the "Agreement"), of ATP Life Science Ventures, L.P. (the "Partnership"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

It is hereby acknowledged that, (i) on the date of this Amendment, the Partnership has distributed from Pool Braeburn all of its interest in ATP Life Science Sub LLC, a Delaware limited liability company ("ATP LLC"), to Rigmora Biotech Investor One LP ("Rigmora One"), Rigmora Biotech Investor Two LP ("Rigmora Two"), Dr. Harrison and Ms. Batarina pursuant to a certain Amended and Restated Limited Liability Company Agreement of ATP LLC of even date herewith, (ii) accordingly, ATP LLC is no longer an asset of Pool Braeburn or the Partnership, (iii) such distribution was not deemed to be a return of capital to Rigmora One and Rigmora Two, (iv) on the date of this Amendment, Rigmora One, Rigmora Two, Dr. Harrison and Ms. Batarina have entered into a certain Put Option Agreement whereby Rigmora One and Rigmora Two have granted certain put rights to Dr. Harrison and Ms. Batarina with respect to their respective interests in ATP LLC, (v) on the date of this Amendment, Rigmora One, Rigmora Two, Dr. Harrison and Ms. Batarina have entered into a certain Second Put Option Agreement (the "Second Put Option Agreement") whereby Rimora One and Rigmora Two have granted certain put rights to Dr. Harrison and Ms. Batarina with respect to their respective interests in the securities of Braeburn, (vi) on the date of this Amendment, Rigmora One, Rigmora Two and the General Partner have entered into a certain Settlement Agreement and (vii) Rigmora One and Rigmora Two now constitute the Subject Limited Partner.

Whereas, the parties hereto desire to amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree that the Agreement is hereby amended (on behalf of all Partners) pursuant to Paragraph 17 thereof as follows:

1. **Paragraph 21 of Agreement**.

   The following provisions of Paragraph 21 of the Agreement are hereby amended and restated in their entirety to read as follows:

   "(d) Distributions. Except as otherwise expressly provided in this Paragraph 21, distributions in respect of Pool Braeburn, other than Tax Distributions, shall be made as follows: (i) first, to the Subject Limited Partner until it has received aggregate distributions pursuant to this clause (i) equal to its aggregate capital contributions (including its deemed capital contribution of $203,669,000) to Pool Braeburn; and (ii) thereafter, 92.5% to the Subject Limited Partner, 4.5% to Dr. Harrison, and 3.0% to Ms. Batarina.

   (1) Notwithstanding anything in this Agreement, the Subject Limited Partner shall have the right, exercisable at any time from and after January 1, 2027, by the delivery of written notice to the General Partner (the "SLP Notice"), to require the General Partner to cause the Partnership to distribute all of the net assets of Pool Braeburn in accordance with clause (ii) of the first sentence of this Paragraph 21(d), i.e., in "carry mode"; provided, however, that the General Partner shall not be obligated to cause any such distribution if and to the extent that such distribution would not be permitted under the ELP Law or other applicable law or contractual obligation

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legally binding on the Partnership or the General Partner on behalf of the Partnership. The Subject Limited Partner shall also deliver a copy of the SLP Notice to Dr. Harrison and Ms. Batarina concurrently with its delivery of the SLP Notice to the General Partner.

(2) At any time or times after the Subject Limited Partner has received aggregate distributions pursuant to clause (i) of the first sentence of this Paragraph 21(d) equal to its aggregate capital contributions (including its deemed capital contribution of $203,669,000) to Pool Braeburn, Dr. Harrison shall have the right, exercisable by the delivery of written notice to the General Partner (a "Special LP Notice"), to require the General Partner to cause the Partnership to distribute all of the net assets of Pool Braeburn in accordance with clause (ii) of the first sentence of this Paragraph 21(d), i.e., in "carry mode"; provided, however, that the General Partner shall not be obligated to cause any such distribution if and to the extent that such distribution would not be permitted under the ELP Law or other applicable law or contractual obligation legally binding on the Partnership or the General Partner on behalf of the Partnership. Dr. Harrison shall also deliver a copy of the Special LP Notice to the Subject Limited Partner and Ms. Batarina concurrently with his delivery of the Special LP Notice to the General Partner. For the avoidance of doubt, Dr. Harrison may deliver a Special LP Notice without regard to any duties he may owe to the Partnership in his capacity as a director of the General Partner.

If, following the delivery of the SLP Notice by the Subject Limited Partner or the Special LP Notice by Dr. Harrison, no put right is exercised by either Dr. Harrison or Ms. Batarina pursuant to the Second Put Option Agreement within 15 days after receipt by each of them of the SLP Notice or the delivery of the Special LP Notice by Dr. Harrison, as the case may be, the distribution of the Pool Braeburn net assets shall occur as soon as practicable thereafter but not later than one month after the date the SLP Notice or Special LP Notice is delivered, as applicable.

If any put right is exercised by either Dr. Harrison or Ms. Batarina pursuant to the Second Put Option Agreement within 15 days after receipt by each of them of the SLP Notice or the delivery of the Special LP Notice by Dr. Harrison, as the case may be, the distribution of the Pool Braeburn net assets shall be conditioned upon, and shall occur concurrently with, the cash settlement of such put(s) in accordance with the terms of the Second Put Option Agreement (it being understood that, for the avoidance of doubt, the General Partner shall not be liable for any failure to effect the distribution of the Pool Braeburn net assets if the cash settlement of such put(s) shall not have occurred, or is not occurring concurrently, with such distribution, in accordance with the terms of the Second Put Option Agreement).

The following additional provisions are hereby added to Paragraph 21 of the Agreement, to read in their entirety as follows:

"(f) Cooperation Related to Distribution. The General Partner shall use commercially reasonable efforts to remove any contractual blocks and to remove or mitigate any economic costs to any distribution contemplated by Paragraph 21(d), including (i) to use any authority it has (including over its representatives or agents) with respect to Braeburn (A) to give effect to the obligations in this Paragraph 21(f); and (B) to cause the Braeburn board of directors to promptly adopt an express written policy that it will use commercially reasonable efforts to cooperate with any SLP Notice or Special LP

Notice and it is not opposed to ownership of Braeburn being transferred in accordance with any SLP Notice or Special LP Notice and (ii) to cause Braeburn to seek to (A) amend the terms of the Loan and Security Agreement, dated September 29, 2023 (the "LSA"), among Braeburn, Hercules Capital, Inc. ("Hercules"), and the other persons party thereto, to remove any change of control, pledge of shares in Braeburn or other limitations thereunder that are applicable to any such distribution and (B) remove any subordination of the Amended and Restated Royalty Purchase Agreement, dated September 29, 2023, as amended, between Braeburn Sub LLC and ATP LLC, to the loan made by Hercules to Braeburn pursuant to the LSA (the "Hercules Loan") as soon as practicable.

The General Partner represents and warrants that the specific contractual blocks referred to in this Paragraph 21(f) and Annex A to this Amendment are the only ones as at the date of the execution of this Amendment that would prohibit or materially delay any distribution contemplated by Paragraph 21(d). The General Partner agrees that the General Partner and the Partnership will not, at any time on or after the date of the execution of this Amendment, enter into any new contractual arrangements that would prohibit or materially delay any distribution contemplated by Paragraph 21(d) without the prior written consent of the Subject Limited Partner. Further, the General Partner agrees to use commercially reasonable efforts (including over its representatives or agents) with respect to Braeburn to procure that Braeburn not enter into any new contractual arrangements that would prohibit or materially delay any distribution contemplated by Paragraph 21(d). The General Partner shall notify the Subject Limited Partner promptly if it becomes aware of any new contractual arrangement after the date of the execution of this Amendment that would prohibit or materially delay any distribution contemplated by Paragraph 21(d).

If the agreements relating to the Hercules Loan, including the LSA, are not amended to remove such change in control, subordination provisions or other limitations to a distribution, as applicable, by January 21, 2025, the General Partner shall thereafter use commercially reasonable efforts, and shall cause its representatives and agents to use commercially reasonable efforts, to cause Braeburn to repay the Hercules Loan as soon as practicable and no later than as contemplated in the budget provided by the General Partner to the Subject Limited Partner on July 13, 2024 (the "Budget") (after taking into account expenditures contemplated by the Budget); and, if the Hercules Loan remains outstanding on December 31, 2026 and the Subject Limited Partner offers to provide alternative financing to replace the Hercules Loan on substantially similar terms to the then current terms of the Hercules Loan, to repay the Hercules Loan with such alternative financing.

Further, the General Partner shall use commercially reasonable efforts, and shall cause its representatives and agents to use commercially reasonable efforts, to cause Braeburn to cooperate reasonably with the Subject Limited Partner in connection with any Royalty Financing (as defined in that certain Amended and Restated Limited Liability Company Agreement of BBN Life Science Sub LLC (formerly known as ATP Life Science Sub LLC), dated as of December 20, 2024, by and among BBN Life Science Sub LLC, the Partnership, the Subject Limited Partner, Seth L. Harrison and Anna A. Batarina)."

2. **Additional Paragraphs of Agreement**. New Paragraphs 26, 27 and 28 are hereby added to the Agreement, to read in their entirety as follows:

"26. Budgets for Certain Other Portfolio Companies. From and after the date of this Amendment, the General Partner and the Subject Limited Partner shall discuss new budgets for the Partnership in accordance with the process set forth in this Agreement to allow it to invest in Ascidian Therapeutics, Inc., Aulos Bioscience, Inc., Nereid Therapeutics Incorporated, Nine Square Therapeutics Corporation and Replicate Bioscience, Inc. sufficient amounts to enable each of them to operate for a period of twelve months after the remaining unfunded amounts, if any, under their respective existing approved budgets are expected to have been fully utilized, i.e., January 2025, in the case of Aulos Bioscience, Inc.; February 2025, in the case of Replicate Bioscience, Inc.; April 2025, in the case of Nereid Therapeutics Incorporated; May 2025, in the case of Nine Square Therapeutics Corporation and the first quarter of 2026, in the case of Ascidian Therapuetics, Inc. (provided that the General Partner and the Subject Limited Partner shall discuss, in the near term, a new budget to fund a major clinical trial of Ascidian Therapeutics, Inc.). If any approval of a new budget is given by the Subject Limited Partner, such approval shall be contingent upon at least $300 million being realized (including through deemed distributions) by the Subject Limited Partner on a sale or financing of its interest in ATP LLC.

27. Braeburn Dividend and M&A Policies. So long as the General Partner controls Braeburn, the General Partner shall use reasonable best efforts to cause Braeburn (a) to adopt and comply with a dividend policy requiring all free cash of Braeburn to be paid out to its shareholders after (i) making or providing for payments to management under (x) a new market-appropriate long-term incentive plan for a private high growth pharmaceuticals company to be adopted by Braeburn after December 20, 2024 (the "New LTIP") and (y) so long as it is in effect, Braeburn's 2015 Equity Incentive Plan, (ii) taking into account expenditures contemplated by the Budget and any other budgets approved by the board of directors of Braeburn, (iii) making any payments required to be made under the Amended and Restated Royalty Purchase Agreement by and between Braeburn MSL, LLC and BBN Life Science Sub LLC, dated as of September 29, 2023, or any other contract that Braeburn or any of its subsidiaries are party to as of December 20, 2024 and (iv) maintaining a commercially reasonable level of cash reserves, including to use any authority the General Partner has (including over its representatives or agents) with respect to Braeburn to give effect to the foregoing obligation, and (b) not (i) to engage in any financing of the assets or business of Braeburn that are material to its overall business operations; provided that this clause (i) shall not restrict or prohibit an extension to the Hercules LSA as long as such extension includes (A) terms that, taken as a whole, are more commercially favorable than the current terms and conditions of the Hercules LSA and (B) the modified LSA no longer contains any change of control provision or other fee or cost that would be payable upon the distribution of Braeburn to the Subject Limited Partner; (ii) to enter into any material licensing or royalty agreements with respect to new products; or (iii) to acquire any businesses or similar assets (other than inventory) from a third party (including, without limitation, portfolio companies of the Partnership) pursuant to a merger, consolidation, stock purchase or asset purchase, in each case, without the consent of the Subject Limited Partner, including to use any authority the General Partner has (including over its representatives or agents) with respect to Braeburn to give effect to the foregoing obligation. The General Partner agrees that (A) the New LTIP shall not provide for any compensation to be paid to the General Partner, its affiliates (including any Person that controls, is controlled by or is under common control of the General Partner) or any of their respective partners, members,

employees or agents or representatives and (B) a distribution of the net assets of Pool Braeburn in accordance with Paragraph 21(d) shall not in and of itself be deemed a change of control, or otherwise result in accelerated vesting or similar acceleration, under the New LTIP.

28. Tax Optimization. From and after the date of this Amendment, the General Partner, the Subject Limited Partner, Dr. Harrison and Ms. Batarina agree to discuss in good faith certain initiatives with respect to the Partnership, including to enable the Partners to optimize from a tax perspective their investments in and distributions from the Partnership, including, by way of example only, (i) estate planning type transfers, (ii) implementing consulting agreements with Braeburn instead of employment agreements with the Partnership or its affiliates; (iii) a potential distribution by the Partnership to Dr. Harrison, Les Pommes and Ms. Batarina of their interests in the assets of the Partnership in carry mode, by way of an escrow arrangement preserving the economics they would have received if they continued to hold their interests in such assets through the Partnership, and (iv) the potential use of tax distributions by the Partnership; provided that no such action adversely affects the interests of the Subject Limited Partner. For the avoidance of doubt, any delays or reductions to the amount of cash or in-kind assets otherwise distributable to the Subject Limited Partner pursuant to this Agreement but for the provisions of this Paragraph 28 shall be deemed to cause an adverse effect to the interests of the Subject Limited Partner."

3. **Pool Committee**. The parties hereto agree that, as of the date of this Amendment, Anna A. Batarina shall be reappointed to to the Pool Committee, such that, as of the date of this Amendment, the Pool Committee shall consist of Dr. Harrison and Ms. Batarina.

Miscellaneous. The headings in this Amendment are for convenience of reference only and shall not limit or otherwise affect the meaning of provisions contained herein. This Amendment shall be governed in accordance with the laws of the Cayman Islands without regard to conflicts of laws principles. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each party hereto shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Amendment and the consummation of the transactions contemplated hereby.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as a deed on the day and year first above written.

GENERAL PARTNER:
Executed as a deed by:
ATP III GP, Ltd.

By: _____
Seth L. Harrison, Director

In the presence of:

_____
Witness

Margaret M. Bigelow
Name of Witness (please print)

LIMITED PARTNERS:

Executed as a deed by:
Rigmora Biotech Investor One LP

By: Maria Phylactou

Title: on behalf of M.C.R.S. Limited

In the presence of:

Witness

Erma Alkiviadou
Name of Witness (please print)

Executed as a deed by:
Rigmora Biotech Investor Two LP

By: ALEXIA GEORGIOU

Title: on behalf of M.C.R.S. Limited

In the presence of:

Witness

Evanthia Apeitou
Name of Witness (please print)

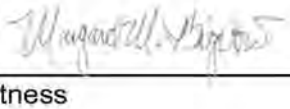
[*Signature Page to Amendment No. 22*]

Executed as a deed by:



Seth L. Harrison

In the presence of:



Witness

Margaret M Bigelow
Name of Witness (please print)

Executed as a deed by:
LES POMMES LLC

By: 

Seth L. Harrison, Manager

In the presence of:



Witness

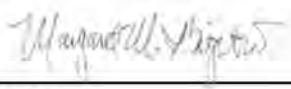
Margaret M. Bigelow
Name of Witness (please print)

Executed as a deed by:



Anna Batarina

In the presence of:



Witness

Margaret M. Bigelow
Name of Witness (please print)

[*Signature Page to Amendment No. 22*]

ANNEX A

Requirements under (i) the Investors' Rights Agreement dated as of January 10, 2018, among Braeburn, the Partnership and various other parties and (ii) various promissory notes issued by Braeburn to the Partnership, as well as the various Note Purchase Agreements between Braeburn and the Partnership providing for the issuance of such promissory rights, each of which documents has previously been provided to the Subject Limited Partner, to: (a) provide advance written notices to Braeburn, (b) provide written opinions of counsel to Braeburn, (c) agree to customary investment representations and (d) represent that the transferees are not subject to the "bad actor" disqualification provisions for Rule 506 of Regulation D under the Securities Act of 1933, as amended.