IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Apple Tree Life Sciences, Inc., *et al*.,[1]	)	Case No. 25-12177 (LSS)
Debtors.	)	Jointly Administered
	)	**Obj. Deadline: November 3, 2026 at 4:00 PM (ET)**
	)	**Hearing Date: November 10, 2026 at 10:00 AM (ET)**

DECLARATION OF DAVID LITTERINE-KAUFMAN IN SUPPORT OF DEBTOR ATP LIFE SCIENCE VENTURES, L.P.'S MOTION TO DISQUALIFY QUINN EMANUEL URQUHART & SULLIVAN, LLP AND MURPHY & KING, P.C. FROM REPRESENTING APERTOR PHARMACEUTICALS, INC.; EVERCRISP BIOSCIENCES, INC.; INITIAL THERAPEUTICS, INC.; MARLINSPIKE THERAPEUTICS, INC.; NEREID THERAPEUTICS INCORPORATED; NINE SQUARE THERAPEUTICS, INC.; RED QUEEN THERAPEUTICS, INC.; AND ATP III GP, LTD.

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

25121772610270000000000008

I, David Litterine-Kaufman, hereby declare as follows:

1. I am a partner in the law firm of Orrick, Herrington & Sutcliffe, LLP, and am proposed counsel for ATP Life Science Ventures, LP (the "Fund Debtor"). I submit this Declaration (this "Declaration") in support of *Debtor ATP Life Science Ventures, L.P.'s Motion to Disqualify Quinn Emanuel Urduhart & Sullivan, LLP From Representing Apertor Pharmaceuticals, Inc.; Evercrisp Biosciences, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Nereid Therapeutics Incorporated; Nine Square Therapeutics, Inc.; Red Queen Therapeutics, Inc.; and ATP III GP, Ltd.* (the "Motion").[1] I have personal knowledge of the facts stated below, and if called upon to testify to those facts, I could and would competently do so.

2. Attached hereto as Exhibit A is a true and correct copy, as provided to us from the files of the Fund Debtor, of the 2020 QE Engagement Letter executed by Dr. Seth Harrison, as Director of the GP, and Quinn Emanuel on May 14, 2020.

3. Attached hereto as Exhibit B is a true and correct copy, as provided to us from the files of the Fund Debtor, of the 2025 QE Engagement Letter, dated December 23, 2025.

4. Attached hereto as Exhibit C is a true and correct copy of the Oct. 23 M&K Letter sent from M&K to Orrick on October 23, 2026.

5. Attached hereto as Exhibit D is a true and correct copy, as provided to us from the files of the Fund Debtor, of the July 30 Letter sent from Quinn Emanuel to DLA on July 30, 2026.

6. Attached hereto as Exhibit E is a true and correct copy, as provided to us by the Fund Debtor, of the Aug. 10 Letter sent from DLA to Quinn Emanuel on August 10, 2026.

[1] Capitalized terms used but not defined herein have the meaning ascribed to them in the Motion.

7. Attached hereto as Exhibit F is a true and correct copy, as provided to us from the files of the Fund Debtor, of the Aug. 21 Letter sent from DLA to Quinn Emanuel on August 21, 2026.

8. Attached hereto as Exhibit G is a true and correct copy, as provided to us from the files of the Fund Debtor, of the DLA Sept. 4 Email sent from DLA to Quinn Emanuel on September 4, 2026.

9. Attached hereto as Exhibit H is a true and correct copy, as provided to us from the files of the Fund Debtor, of the Oct. 13 Letter sent from the Fund Debtor to Quinn Emanuel on October 13, 2026.

10. Attached hereto as Exhibit I is a true and correct copy of the Oct. 19 OHS Letter sent from Orrick to Quinn Emanuel on October 19, 2026.

11. Attached hereto as Exhibit J is a true and correct copy of the Oct. 20 OHS Letter sent from Orrick to Quinn Emanuel on October 20, 2026.

12. Attached hereto as Exhibit K is a true and correct copy of the Oct. 23 QE Letter sent from Quinn Emanuel to Orrick on October 23, 2026.

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

Executed this 27th day of October, 2026, in New York, New York.

David Litterine-Kaufman

EXHIBIT A

quinn emanuel trial lawyers | new york
51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100

WRITER'S DIRECT DIAL NO.
(212) 849-7107

WRITER'S EMAIL ADDRESS
andrewberdon@quinnemanuel.com

May 14, 2020

STRICTLY CONFIDENTIAL -- ATTORNEY-CLIENT PRIVILEGED MATERIAL
VIA E-MAIL
EMAIL: DAN@APPLETREEPARTNERS.COM

Dan Finkelman
General Counsel
Apple Tree Partners
230 Park Avenue, Suite 2800
New York, NY 10169

Re: Engagement in connection with the investigation of claims of breach of contract on behalf of selling shareholders of Syntimmune

Dear Dan:

We are pleased to confirm your engagement of Quinn Emanuel Urquhart & Sullivan, LLP ("QEU&S") as counsel to represent Apple Tree Partners IV, L.P. ("Apple Tree") in connection with the assessment of potential claims against Alexion Pharmaceuticals (the "Engagement"). The purpose of this letter is to confirm the terms and conditions upon which QEU&S will provide legal services to Apple Tree in connection with the Engagement. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship. In this engagement letter, we sometimes refer to Apple Tree as "you" or "your" and to QEU&S as "we," "our" or "us."

Client

Our engagement shall initially be on behalf of Apple Tree only. In representing Apple Tree, we will not be representing any officer, director, employee, owner, founder, member, shareholder or partner of, or any other person affiliated with Apple Tree; or any subsidiary, parent or other affiliate of Apple Tree. If any of these persons or entities think that they may require counsel, we would be happy to discuss with them whether we might be able to represent them as well, but any such representation would need to be covered by a separate engagement letter, and would depend on a review by us and disclosure to all concerned of the conflicts of interest that would

arise in connection with any such concurrent representation, and on appropriate consents being obtained from Apple Tree and from those seeking such additional representation.

Scope of Engagement

You have engaged QEU&S to represent you in connection with the Engagement. This shall include the assessment of claims that Apple Tree and the other selling shareholders of Syntimmune may have against Alexion arising out of Alexion's acquisition of Syntimmune in 2018. QEU&S's services will be limited to the representation of Apple Tree in the Engagement. Our services will not extend to other business, personal or legal affairs of Apple Tree, or to any other aspect of Apple Tree's activities. Our representation will conclude with the settlement of the case or entry of an award or judgment or for any of the reasons stated in the Date of Commencement and Termination of the Engagement section of this letter. Our engagement does not include the defense or prosecution of an appeal. If an appeal is appropriate and if we agree to represent Apple Tree's in the appeal, we reserve the right to enter into a separate agreement for that representation. QEU&S's receipt or use of confidential or other information from Apple Tree or others in the course of this representation does not mean that QEU&S will render any other advice or services either to Apple Tree or any other person or entity. Similarly, Apple Tree will not look to or rely upon QEU&S for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom Apple Tree may be dealing.

Insurance Coverage and Claims

Apple Tree understands and agrees that QEU&S is not being engaged to advise regarding the existence of any insurance coverage in connection with the circumstances of the Engagement or to advise or assist in the formulation or submission of any insurance claim in connection with the Engagement.

Responsible Persons – Communications Between QEU&S and Apple Tree

We will keep Apple Tree regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Within QEU&S, I will be primarily responsible for the Engagement and will be actively involved in the preparation of the case and any trial. My office telephone number and e-mail address are (212) 849-7107 and andrewberdon@quinnemanuel.com. In the event that you need to reach me and I am unavailable, please leave a voicemail message for me. It is my policy that all calls will be returned promptly and, in any event, no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. In the event of an emergency, please call my assistant, Kasey Hicks, at (212) 849-7451 and my assistant will endeavor to reach me as soon as practicable thereafter.

We currently anticipate that Joe Paunovich, Jennifer Barrett and Andrew Marks will be working with me on the Engagement, but we may change the staffing as the need arises. Joe's office telephone number and e-mail address are (213) 443-3257 and joepaunovich@quinnemanuel.com. Jen Barrett's telephone number and e-mail address are (212)

849-7155 and jenniferbarrett@quinnemanuel.com. I will of course seek to staff this Engagement in a manner that I think will be the most effective and efficient. I will be happy to discuss with you any staffing issues or concerns you may have at any time.

Protection of Client Confidences – High Tech Communication Devices

We are always mindful of our central obligation to preserve the precious trust which our clients repose in us--their secrets and confidences. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of yours to any other client or person. Similarly, we cannot disclose to you the confidences of any other client, even when such information relates to matters that might affect you.

In order to meet our obligation to preserve your confidences, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. Please notify me if you have any other requests or requirements in connection with the methods of telecommunication relating to the Engagement.

Apple Tree's Designee to Receive Communications

We understand that you have designated Seth Harrison and Dan Finkelman as the persons who are primarily responsible for managing the Engagement within Apple Tree and that they are authorized to direct our activities and deal with us on any issues relating to the Engagement, including billing. Unless otherwise directed by Apple Tree, we shall fulfill our obligation to Apple Tree to keep Apple Tree informed as to the progress of the Engagement by communicating with Dr. Harrison and Mr. Finkelman and by keeping them so informed, and it shall be their obligation to communicate with all others within Apple Tree regarding the progress of the Engagement.

Self-Representation

QEU&S has designated one of the firm's partners to act as the firm's General Counsel (the "General Counsel"). The General Counsel acts as a lawyer to the firm, representing QEU&S in a variety of professional and legal matters and helping attorneys at the firm to comply with their professional and ethical responsibilities to clients. Among other things, the General Counsel provides QEU&S and its attorneys with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters. QEU&S also retains outside counsel from time to time to provide similar legal advice to the firm. It is possible that attorneys or staff working on matters for Apple Tree may, from time to time, consult with the General Counsel or QEU&S's outside counsel on matters related to our representation of Apple Tree. In the course of such consultation, QEU&S's attorneys and/or staff may disclose to the General Counsel or QEU&S's outside counsel privileged information concerning Apple Tree's representation, and may receive legal advice related to QEU&S's work on Apple Tree's matter,

which legal advice QEU&S may or may not disclose to you. QEU&S views such consultations as privileged and not discoverable by anyone, not even the clients about whom such a consultation may take place. By retaining QEU&S Apple Tree acknowledges and consents to QEU&S's attorneys and staff consulting with the General Counsel or QEU&S's outside counsel as they deem necessary, both during QEU&S's representation of Apple Tree and after such representation ends, and Apple Tree confirms that such communications are privileged and protected against disclosure to you.

Responsibilities of Client

In order to represent you effectively, it is important that you provide us with complete and accurate information regarding the subject matter of the Engagement, and that you keep us informed on a timely basis of all relevant developments. In addition, it is important that Apple Tree and its officers and employees provide us with timely assistance and cooperation in connection with the Engagement.

Recent changes in the Federal Rules of Civil Procedure, Federal Rules of Evidence, and case law addressing electronic discovery have profoundly altered the obligations of the parties involved in litigation and their counsel. An understanding of these changes, which relate to the duties of preservation and discovery of electronically stored information ("ESI"), is an essential prerequisite to the development of a successful litigation strategy for every client. Because the duty to preserve potentially relevant information is triggered when litigation is reasonably anticipated or commenced, and because the failure to comply with these rules can have dire consequences (including sanctions ranging from monetary penalties, to entry of a default against you/your action being dismissed), we have prepared a written guideline explaining in detail these rules, their operation, and the consequences of failing to adhere to them. In the event Apple Tree has not already issued a litigation hold in this matter, we request that you immediately do so, consistent with the attached guidelines.

If you have any questions about the guidelines after you read them, please call us.

No Guarantee of Result

In providing legal advice to you, I or others at QEU&S may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Engagement.

Future Conflicts of Interest

Our firm has many lawyers and several offices. We may currently or in the future represent one or more other clients in matters involving Apple Tree and we may represent the parties that are adverse to you in this matter in other unrelated matters. We are undertaking this Engagement on condition that Apple Tree gives its express consent and agreement that we may represent other clients, including the parties adverse to you in this matter, in the future in other matters in which we do not represent Apple Tree even if the interests of the other clients are adverse to Apple Tree

(including the appearance on behalf of another client adverse to Apple Tree in an unrelated negotiation, litigation or arbitration), provided that the other matter is not substantially related to our representation of Apple Tree and that in the course of representing Apple Tree we have not obtained confidential information from Apple Tree material to the representation of the other clients.

The countersignature to this letter on behalf of Apple Tree also acknowledges that we have made disclosure to Apple Tree of the above facts and that Apple Tree agrees to the conflict waiver set forth herein.

Billing

Our fees are based on the amount of time we spend on this Engagement. As a courtesy, and in appreciation for your having entrusted this matter to us, QEU&S shall discount its professional fees (but not expenses) by ten percent (10%) each month. Each QEU&S attorney, legal assistant and other timekeeper assigned to this Engagement will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually and we will notify you of these changes thirty days in advance of their going into effect. In addition, our associate rates are based on years out of law school, so annually on September 1, each associate's rate moves up to the next higher class rate on our rate schedule; for example, on September 1, 2018, a class of 2017 graduate's rate will move up from a first-year associate rate to a second-year associate rate, and so on. These "class graduation" adjustments are not rate increases, and Apple Tree acknowledges and agrees to these associate class adjustments by signing this letter. The billing rates of the attorneys whom we anticipate assigning to this Engagement currently range from $1325 for Andrew Berdon and Jen Barrett to $995 for Andrew Marks. We will also assign other attorneys and professionals to this matter in a manner that we deem to be most efficient and appropriate for the tasks at hand. If one of our professionals performs multiple tasks for Apple Tree during the course of a day, our statement will describe those tasks in a continuous narrative form accompanied by a single time entry for all tasks, a practice known as "block billing." Apple Tree agrees that we may block bill.

Estimates

Apple Tree understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. From time to time during the course of our Engagement we may provide Apple Tree with estimates of costs and fees or projected budgets for our work going forward. Ordinarily, we do not provide these projections unless Apple Tree specifically requests us to do so. When we do provide them, we will make a good faith effort to estimate what the future cost will be. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversary, rulings by the court, or other developments in the litigation. In all instances when we provide such projections, they should be viewed as guidance only. The fees and costs which Apple Tree will be liable for will be based on our time charges as set forth in this agreement, and not on any such projections.

Ancillary Costs

We will charge separately for certain ancillary services we provide, such as facsimile charges, secretarial and paralegal overtime and word processing. We pass along out-of-pocket costs and charges that we incur on our clients' behalf. These typically include messenger charges, deposition videography and transcript charges and administrative charges. Other charges are based on market, not cost, including service of process, document reproduction ($0.24/page), color document reproduction ($1.00/page), binders, tabs, tab creation, manila folders, redwelds, binding, punching, black and white scanning ($0.24/page), color scanning ($1.00/page), black and white oversized scanning ($0.40-$1.50/page), color oversized scanning ($2.25-$12.50/page), black and white blowbacks ($0.15/page), color blowbacks ($1.00/page), slipsheets ($0.03/page), native file printing ($0.18/page), TIFF generation ($0.02/page), OCR ($0.02-$0.03/page), ECA filtering $15-$75/GB), data processing ($75-$150), image endorsement ($0.02/page), media creation and duplication ($15-$400), document coding ($0.28-$1.50/document), hosting ($10-$20/GB) and litigation support consulting at hourly rates of $175 to $365 per hour, depending on the work performed. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, without any applicable discount), travel costs, meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, fees for experts and other consultants retained on Apple Tree's behalf, and similar charges. Our charges may also include cellular or air telephone charges that are not related to the representation, but are necessarily incurred while we are traveling on a client's case. These charges will be at cost. The costs listed are the current rates but may be subject to future adjustment. Apple Tree agrees that the ancillary costs described in this paragraph are costs to be paid in addition to our hourly billings, are not "overhead," and are payable separate and apart from our hourly billings in the event of any dispute.

In some cases, particularly if the amount is large, we may forward an invoice from an outside vendor or service directly to Apple Tree for payment, which will also be due and payable upon receipt. Failure to pay such invoice upon request will be grounds for us to withdraw from our representation.

In the event Apple Tree has supplied us with billing guidelines that are inconsistent with the terms of this Engagement Letter, Apple Tree agrees that the terms of this Engagement Letter shall apply unless a copy of Apple Tree's billing guidelines are attached to this Engagement Letter countersigned on behalf of QEU&S, in which event Apple Tree's billing guidelines shall control.

We will submit bills on a monthly basis. All bills shall be paid within thirty days of receipt by you. The obligation to pay our bills is solely yours and is not contingent upon any judgment or settlement; any right you may have for reimbursement, indemnification, insurance or the like; or your receipt of any other form of payment you may expect to receive from some other party. We reserve the right at our sole discretion to charge interest of 6% per month on invoices that are 90 days or more past due. Additionally, QEU&S reserves the right to void any discounts on rates, ancillary costs or otherwise, if invoices are not timely paid by Apple Tree. If Apple Tree has any question regarding, or wish to challenge any bill, Apple Tree shall notify us promptly of

any such question or challenge, and shall in any event pay any portion of such bill that is not subject to question or challenge.

Our Lien On Any Recovery You Obtain

Apple Tree hereby grants us a lien as security for the payment of fees and costs due and owing to us under this agreement. This lien will attach to any recovery Apple Tree may obtain, whether by arbitration award, judgment, settlement or otherwise, in connection with the Engagement, and we may use this lien to enforce our right of payment. This lien entitles us to be paid first and before any payment can be made to you. The lien allows us to compel payment of our unpaid fees, interest, costs, advances and expenses. The lien is intended to remain valid even if for any reason we no longer represent you in this matter. The lien could delay payments to Apple Tree or receipt by Apple Tree of some or all of any recovery Apple Tree may obtain as a result of our services until any dispute over the amounts to be paid to us is resolved. You also authorize us to make disclosure of the lien when such is necessary to enforce our rights and interests.

Apple Tree may seek the advice of an independent lawyer of your choice about this lien provision and its consequences. Apple Tree also has the right to ask us questions about our understanding of the lien. By signing this agreement Apple Tree acknowledges that Apple Tree has been advised of the terms of this lien agreement and of Apple Tree's right to consult independent counsel. Apple Tree also acknowledges that Apple Tree has been given a reasonable opportunity both to seek such advice and to ask us any questions that you may have prior to signing.

Award of Costs and Fees

A court may sometimes order a payment of costs or attorneys' fees by one party to the other. If any fees or costs are paid to us, they will be credited against any amounts Apple Tree owes us, but Apple Tree will be obligated for any unpaid portion of our statements as they become due. Payment of our statements may not be deferred pending a ruling on an application for attorneys' fees, costs or sanctions or pending the receipt of such an award. Any fee or cost award received from another party will be credited to Apple Tree's account, unless it results in a credit balance. If it does, we will refund the balance to Apple Tree. If a court awards fees or costs against Apple Tree and in favor of an opposing party, Apple Tree will be responsible for payment of that amount separately from any amounts due to us.

Retainer

We have agreed to waive the payment of a retainer toward our statements.

Please let us know promptly if you have any questions or concerns about the services provided by anyone at QEU&S or about any billing statement so that we can act appropriately.

Termination

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions at any time about this letter or the work that the firm, or any attorney,

is performing, please call me or, if you prefer, John Quinn in our Los Angeles office at (213) 443-3000, to discuss it. You may terminate this representation at any time, with or without cause. Subject to the application of the applicable rules of professional responsibility, we also reserve the right to withdraw if, among other things, you fail to make timely payment of any invoice, you fail to cooperate or follow QEU&S's advice on a material matter, or any fact or circumstance arises that, in QEU&S's view, renders our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

Date of Commencement and Termination of the Engagement

The effective date of our agreement to provide services is the date on which we first performed services. The date at the beginning of this letter is for reference only. If this letter is not signed and returned for any reason, Apple Tree will be obligated to pay us the reasonable value of any services we have performed as well as the costs we have incurred on Apple Tree's behalf.

QEU&S's representation of Apple Tree will be considered terminated at the earliest of (i) Apple Tree's termination of the representation, (ii) QEU&S's withdrawal from the representation, (iii) the completion of QEU&S's substantive work for the Client, or (iv) following 60 days of inactivity by QEU&S on the matter.

File Retention and Disposition

After the Engagement has concluded, and subject to payment of all outstanding fees and disbursements, you may request the return of files pertaining to the Engagement. Apple Tree's files will be released only following delivery to QEU&S of a signed release letter containing appropriate directions and acknowledgment of the obligation to pay outstanding fees. QEU&S may charge you for the reasonable costs of retrieval, assembly, copying and transfer of all files or materials in any format. It is our practice to retain the permanent records of the matter, in accordance with our records retention policy, for a period of not less than 7 years after the Engagement has ended. If you do not request the files in writing before the end of our retention period, upon the expiration of that period we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice to you.

Other Litigation or Proceedings

If, as a result of this Engagement, and even if the Engagement has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving Apple Tree or related persons or entities, Apple Tree shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of Apple Tree in this matter (including unmeritorious disqualification proceedings), Apple Tree agrees to indemnify us for any attorney's fees and expenses (including

our own professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim brought by or on behalf of Apple Tree alleging wrongdoing by QEU&S.

Arbitration

Although we think it is unlikely, it is possible that a dispute may arise between us regarding some aspect of the Engagement and our representation of you. If the dispute cannot be resolved amicably through informal discussions, we believe that most, if not all, disputes can be resolved more expeditiously and with less expense by binding arbitration than in court. This provision will explain under what circumstances such disputes shall be subject to binding arbitration.

NEW YORK:

(a) AGREEMENT TO ARBITRATE:

Any dispute between QEU&S and Apple Tree as to attorneys' fees and/or costs in connection with the Engagement shall be resolved as follows:

1. By signing this Engagement Letter, Apple Tree acknowledges that it has received and read a copy of the official written rules, instructions and procedures for both the fee arbitration program under Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR § 137) (the "Section 137 Arbitration Program") and the rules and procedures in effect in the First Department and the JAMS Streamlined Arbitration Rules and Procedures. Apple Tree understands that not all disputes as to attorneys' fees and/or costs may be subject to the Section 137 Arbitration Program.

2. By signing this Engagement Letter, Apple Tree acknowledges that it has been advised that (1) it has the right to use the fee arbitration procedures of Part 137, which includes the right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a court of law; (2) in the absence of this agreement, it would have the right to choose whether or not to participate in this program; and (3) signing this Engagement Letter does not foreclose the parties' attempting to resolve this fee dispute at any time through voluntary mediation.

3. By signing this Engagement Letter, Apple Tree acknowledges that it has had any questions answered concerning the applicability of the Section 137 Arbitration Program to any potential disputes.

4. By signing this Engagement Letter, Apple Tree and QEU&S agree to waive their rights with regard to arbitration pursuant to Part 137, which includes the right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a court of law.

5. Apple Tree and QEU&S agree that in the event a dispute should arise as to QEU&S's fee for legal services, they will resolve the fee dispute by arbitration before an arbitral forum outside Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), and that the arbitration shall be governed by the rules and procedures of that forum, as outlined in ¶ (b) below.

6. Apple Tree has also been advised of any fees associated with using the arbitral forum specified in ¶ (b) below, according to the schedule of fees for that arbitral forum and Apple Tree acknowledges that it has received the Arbitration Schedule of Fees and Costs of JAMS.

Any other dispute arising in connection with the Engagement or with the provision of legal services by QEU&S including, without limitation, any claim for breach of contract, professional negligence or breach of a fiduciary duty, shall be resolved by confidential, binding arbitration as described in ¶ (b) below.

Apple Tree further acknowledges that this agreement to arbitrate results in a waiver of Apple Tree's right to a court or jury trial for any fee dispute and malpractice claim. This also means that Apple Tree may be giving up its right to discovery and appeal, to compel witnesses and documents, to seek all available relief (except punitive damages which are provided for under state law), and to have the matter heard in a public forum. If Apple Tree later refuses to submit to arbitration, Apple Tree may be ordered to do so. Apple Tree acknowledges that, before signing this Engagement Letter and agreeing to binding arbitration, Apple Tree is entitled to, and has been given, a reasonable opportunity to seek the advice of independent counsel.

(b) ARBITRATION PROCEDURES:
In the event of any dispute that is subject to arbitration pursuant to ¶ (a) above, the initiating party will provide a written demand for arbitration to the other party setting forth the basis of the initiating party's claim and the dollar amount of damages sought.

The parties further agree that, if arbitration is necessary, each arbitration will:

1. Be heard and determined by a panel of three arbitrators with one selected by each party to the arbitration, and the third selected by the first two from the panel of arbitrators of JAMS (or its successor). Once a party selects an arbitrator and notifies the other party (the "non-selecting party") of its selection, the non-selecting party shall select an arbitrator within thirty (30) calendar days. If the non-selecting party fails to select an arbitrator within thirty (30) calendar days, JAMS (or its successor) shall select an arbitrator on the non-selecting party's behalf. Once two arbitrators are selected, those two arbitrators shall select the third arbitrator (from the panel of arbitrators of JAMS, or its successor) within twenty (20) calendar days. If the first two arbitrators fail to select a third arbitrator within twenty (20) calendar days, JAMS (or its successor) shall select an arbitrator (from the panel of arbitrators of JAMS, or its successor) on their behalf.

2. All selected arbitrators shall be retired state or federal judges;

3. Take place in the city in the United States where the QEU&S attorneys who spent the most time on the Engagement are located (the "applicable city");

4. Be conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder;

5. Require the arbitrators to enforce the terms of this agreement, and they will lack authority to do otherwise;

6. Apply the laws of the jurisdiction in the United States where the applicable city is located. The arbitration proceedings and the decision of the arbitrator will be confidential. Notwithstanding anything to the contrary contained in this agreement, the prevailing party in any arbitration, action or proceeding to enforce any provision of this agreement (for avoidance of doubt, a party that obtains a net monetary recovery shall be the prevailing party) will be awarded attorneys' fees and costs incurred in that arbitration, action or proceeding even if the law provides otherwise, including, without limitation, the value of the time spent by QEU&S attorneys to prosecute or defend such arbitration, action or proceeding (calculated at the hourly rate(s) then normally charged by QEU&S to clients which it represents on an hourly basis), except that the foregoing shall not apply to any mediation, as described above, and the parties will split the fees of the arbitrator; and

7. Be final and binding on both parties, will not be subject to de novo review, and that no appeal may be taken. The ruling of the arbitrator(s) may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this Agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses.

Binding Agreement

By signing below, Apple Tree agrees that Apple Tree has had enough time to review this letter, that we have advised you that Apple Tree has the right to consult another, independent lawyer about the provisions relating to the waiver of conflicts of interest and any other aspect of this letter as to which Apple Tree may wish to avail itself of such advice, and that Apple Tree is satisfied that it understands this letter. Apple Tree also agrees that Apple Tree has the freedom to select and engage the counsel of its own choice and accordingly that this is an arm's length agreement between parties of equal bargaining strength and that Apple Tree has freely determined, without any duress, to sign and agree to these terms.

Severability

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction of the State of New York, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Amendments and Additional Engagements

The provisions of this letter may only be amended in writing, signed by both parties.

If Apple Tree later asks us to take on additional assignments, we will send you a supplementary engagement letter reflecting each additional assignment.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning a copy to me. Please do not hesitate to call me to discuss any questions you may have regarding this agreement. In conformance with QEU&S's policies, we cannot commence work on this Engagement until we have received a copy of this letter countersigned by you.

Thank you again for this opportunity to be of service. We look forward to working with you on this Engagement.

Very truly yours,

QUINN EMANUEL URQUHART & SULLIVAN, LLP



Andrew M. Berdon

I have read the above Engagement Letter and understand and agree to its contents. The parties to this Engagement hereby agree that a faxed, pdf or electronic signature shall count as the original.

Apple Tree Partners IV, L.P.

By: 

Name: Seth L. Harrison

Title: Director of ATP III GP, Ltd.

Date: May 15, 2020

4.20

PRIVILEGED & CONFIDENTIAL, ATTORNEY-CLIENT COMMUNICATION

GUIDELINES ON PRESERVATION AND PRODUCTION OF ELECTRONICALLY STORED INFORMATION

INTRODUCTION

Some preliminary background information may assist you in understanding the legal duties applicable to the preservation and production of electronically stored information. Advancements in information technology have fundamentally changed how we communicate with one another and how companies do business. These changes have resulted in the development of rules governing discovery in litigation.

These new rules relate to "electronic discovery" and are referred to as "e-discovery rules." Because electronically stored information **("ESI")** is particularly vulnerable to accidental deletion, modification or corruption, courts have imposed duties on both parties and their attorneys to preserve ESI. The e-discovery rules were enacted to address problems unique to electronic discovery. As used in these guidelines, ESI refers to any type of electronic data or information in any type of format. So long as electronic data is in a fixed tangible form and is capable of being electronically stored, even temporarily, the e-discovery rules apply.

All parties are required to follow these e-discovery rules regardless of how simple or sophisticated their computer system. In other words, it does not matter whether a party is an individual, partnership, joint venture, sole proprietorship or mega-corporation. Nor does it matter whether a party has a single laptop computer or a massive computer network. If a party has any device that generates or stores ESI, whether it be a bank of servers, data stored in the cloud or a single "flash" drive, tablet, smartphone or any other type of electronic storage device, the e-discovery rules apply.

The duty to preserve potentially relevant ESI is triggered whenever litigation is "reasonably anticipated." The process by which a party identifies and preserves potentially relevant information or evidence including ESI is generally referred to as a **"litigation hold,"** and that is how we will refer to the process in these guidelines. The imposition of a litigation hold, among other things, requires the suspension of any document retention/destruction policies or any automated features of a party's computer or email systems that could result in the loss, destruction or deletion of ESI or paper records. For example, if a party overwrites its backups or if its email system automatically deletes emails after a specified time frame, those processes have to be stopped, at least until the party can develop an appropriate strategy for preserving potentially responsive ESI. Otherwise sanctions can be imposed if relevant ESI is lost or destroyed.

The e-discovery rules mandate a heightened level of cooperation between clients and their counsel in locating and preserving potentially relevant ESI. The duties which these rules impose on both clients and their counsel profoundly affect the relationship between them. Additionally, the e-discovery rules can dramatically increase the cost of discovery and materially affect how litigation is conducted. Before explaining how electronic discovery works under these rules, it is important to understand how the responsibility for e-discovery compliance has been allocated between clients and their counsel.

RESPECTIVE DUTIES OF CLIENTS AND THEIR COUNSEL RELATIVE TO E-DISCOVERY

In *Zubulake v Warburg* LLC, 229 F.R.D. 422, 431 (S.D.N.Y. 2004) *(Zubulake V),* a case generally followed throughout the country, the court held that in order to avoid the imposition of discovery sanctions, a party "must suspend its routine document retention/ destruction policy and put in place a 'litigation hold' to ensure the preservation of relevant documents." The court explained that "a party and its counsel must make certain that all sources of potentially relevant information are identified and placed 'on hold.'" 229 F.R.D. at 432. To accomplish this the court explained counsel should:

- Become fully familiar with the client's document retention policies, and data-retention architecture including system-wide backup procedures, recognizing that this will invariably involve speaking with the client's IT personnel; and

- Communicate with "key players" in the litigation to understand how they store information.

The court in *Zubulake* observed that a party's e-discovery obligations do not end with the implementation of a litigation hold. It noted that a party has an ongoing duty to preserve relevant information while the lawsuit remains pending. The court explained that it was not sufficient for counsel to simply notify the client about the need to impose a litigation hold and assume the client will preserve and produce relevant information. Rather, the court concluded that counsel should oversee compliance with the litigation hold and outlined three steps that counsel should take to confirm that the client is complying with its preservation obligation:

> *First,* counsel must issue a litigation hold at the outset of litigation or whenever litigation is reasonably anticipated. The litigation hold should be periodically re-issued so that new employees are aware of it, and so it is fresh in the minds of all employees.

> *Second,* counsel should communicate directly with the 'key players' in the litigation so that the preservation duty is clearly communicated to them. As with the litigation hold, the key players should be periodically reminded that the preservation duty is still in place.
>
> *Finally,* counsel should instruct all employees to produce electronic copies of their relevant active files, and make sure that all backup media which the party is required to retain has been identified and properly preserved.

Zubulake V, 229 F.R.D. at 433-34.

These action steps must be taken at the outset of any lawsuit, and then periodically repeated throughout the litigation. Moreover, attorneys have a continuing obligation to monitor a client's efforts to preserve and produce ESI. It is essential that a client fully cooperate in the process, understanding that these obligations are imposed on all parties as a matter of law, and not by the whim of counsel. Sanctions for noncompliance with these e-discovery obligations can be imposed on both client and counsel alike. Should such a motion ever be filed, it could trigger a number of additional issues that we would need to discuss with you.

Please also be aware that in some cases, e-discovery may generate a significant increase in the cost of defending a lawsuit and in the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may be so significant as to warrant serious consideration of an early resolution of the claim. In other cases, e-discovery costs may have little or no impact on litigation or settlement strategies and merely represent expenses that are now incurred at the beginning of the case, rather than at a later point in time.

WRITTEN GUIDELINES FOR COMPLIANCE WITH THE RULES GOVERNING ESI

The written guidelines set out below are not intended to serve as a mechanical checklist applied in an identical manner in all cases. The process of identifying, preserving and producing ESI can be a highly complex undertaking. There is no "one size fits all" set of rules when it comes to e-discovery. Rather, the principles discussed below should guide you in implementing a process to preserve and produce ESI, tailored to the complexities of a given matter.

1. When the Duty to Preserve Evidence is Triggered

Various statutes and regulations require the preservation of specific types of information in a variety of contexts. However, in the absence of such a statute or

regulation, for litigation purposes the duty to preserve is triggered at that point in time when litigation, a governmental investigation, or any adversarial proceeding or process is "reasonably anticipated." When litigation is "reasonably anticipated" requires a reasoned, good-faith analysis of all relevant facts and circumstances.

When a duty to preserve is triggered, the parties should immediately begin the process of attempting to locate and preserve any potentially relevant ESI, regardless of its source or location (*e.g.,* desktop or laptop computer, network server, cloud-based storage, flash drive, backups, digital audio recording, voice mail, mobile phones and tablets, proprietary databases, etc.). The duty to preserve continues through the pendency of the proceeding, and includes any relevant evidence that is created *during* the course of the proceedings.

If you have not already done so, please institute a "litigation hold" on any potentially relevant ESI or other information in accordance with these guidelines. We are able to provide exemplars or a draft litigation hold notice, if requested.

2. *Identify Key Personnel*

"Key Personnel" should be immediately identified for several reasons; first so that they can be notified in writing about their duty to preserve evidence, and second, so that any potentially relevant ESI in their possession, custody or control can be located and preserved. Key Personnel are those individuals who were involved in any aspect of the matter at hand, as well as those individuals who either have or claim to have some knowledge of the matter or any defenses that relate to it, or to the claimed injury or resulting damages, and/or who have in their possession or under their control ESI or any other form of potentially relevant evidence.

The effort to identify the Key Personnel and locate potentially relevant information in their possession should focus on the assertions made and any potential defenses to those assertions. It will also be helpful to identify any other employees or third parties with whom Key Personnel had contact involving the relevant issues so that emails, letters and other communications to and from those individuals or physical evidence in their possession, custody or control can be located and preserved.

You should expect that at an early stage of this matter our opponent will request a deposition or ask to interview the person(s) most knowledgeable about your computer, email, and record keeping systems. Please identify who that person is or who those persons are, and provide their contact information at our initial meeting. We may ask that one of them attend our initial Rule 26 scheduling conference with opposing counsel if available. **Additionally, please designate someone who could serve as your**

e-discovery liaison or as our contact person should questions arise about your computer, email or record keeping systems.

3. Content and Scope of Litigation Hold Notice

You should notify Key Personnel in writing about their duty to preserve any evidence, be it paper records or ESI, which is potentially relevant to this matter or any defenses that could be asserted. The written hold notice should broadly describe the nature of the claims being asserted and any defenses to the claims so that your Key Personnel do not inadvertently delete or destroy any potentially relevant ESI or paper records. Your written hold notice should also explain the potential types of ESI that should be preserved and where potential sources of that ESI may be found. We have included a list of possible sources in guideline 6 below. The written hold notice should also explain that sanctions could be imposed in this matter if they fail to preserve relevant information and that the sanctions could range anywhere from the imposition of a large fine to an order that adverse facts are deemed admitted, barring us from asserting a defense or the dismissal of the claim.

The written hold notice should be broadly disseminated. The notice should be sent to Key Personnel, the IT, Information Management and/or Risk Management departments (where applicable), to the persons in charge of departments such as Human Resources, Product Development, Marketing, or any other department where potentially relevant ESI may be located, and to any department heads in which Key Personnel are employed. In addition to the litigation hold notice, those department heads should be provided a list of Key Personnel in their respective departments who you believe may be in possession of potentially relevant ESI. Department heads should be instructed that if they are aware of any other person who may have possession of potentially relevant ESI, they should immediately notify that employee of the litigation hold and also notify a designated member of your legal department who should promptly send a copy of the hold notice to that employee.

Consider designating a member of your legal department to answer any questions which anyone may have about the litigation hold process. You also should consider including a statement in the litigation hold notice explaining that should anyone have a question about the litigation hold process or the obligation to preserve ESI, that they should immediately contact the designated member of your legal department.

The litigation hold notice should periodically be resent to the original Key Personnel and any new employees who have access to potentially relevant ESI which is subject to your litigation hold so they do not inadvertently delete or destroy it. As a lawsuit matures, the litigation hold may need to be modified as issues are added or evolve. Additional employees may need to be notified about the hold when new claims

or issues are added or when our opponent's liability or damages theory changes. We will discuss these points with you at our initial meeting.

A party's litigation hold process has been held to be deficient when senior management was not involved in the process. Accordingly, we recommend that the written hold notice be issued either by a member of senior management or by a senior member of your legal department.

4. The Duty to Preserve Includes ESI on Home or Personal Computers or PDAs

Your written hold notice should advise Key Personnel and others who receive the notice that any potentially relevant ESI created or stored on home or personal computers, mobile devices, cloud-based file sharing sites or at locations other than your office(s) or business (locations) must also be preserved, regardless of whether that ESI was transmitted to you, or is now in your possession or is available elsewhere. The existence of potentially relevant ESI on home or external computers, mobile devices or in the cloud can raise sensitive privacy issues. The law nevertheless requires that relevant information wherever it is stored be preserved and treated in exactly the same way as the ESI located on your business systems.

5. The Duty to Preserve Includes ESI in the Possession of Third Parties Under Your Control

The obligation to preserve potentially relevant evidence extends beyond the ESI in your immediate possession. The duty to preserve potentially relevant ESI extends to any third party who is subject to your direction and under your control. For example, if you have outsourced any accounting, computer or business functions to a third-party vendor ("Application Service Provider"), or have transferred any archived data to a third-party storage facility, you must instruct that third party to preserve any potentially relevant ESI in its possession. Accordingly, you should immediately notify any such third party about the obligation to preserve any of your ESI in its possession.

6. Potential Sources of ESI

The following list is intended to provide examples of the types, sources and formats of ESI that should be located and preserved, where applicable, pursuant to the litigation hold issued in connection with this matter. Because we have not yet spoken with your IT department, we recognize the foregoing list could be over or under inclusive. Thus, you may want to consult with your IT department to tailor the information provided in this guideline. However, you should consider including the type of information outlined below in your written hold notice so that your Key

Personnel and others who were sent that notice do not overlook a source or type of potentially relevant ESI:

Digital Communications *(e.g.,* e-mail, text messages, voicemail, SMS/Slack/instant messaging (if logged));

Electronic Mail Logging and Routing Data;

Word Processing Documents *(e.g.,* Word or WordPerfect documents and drafts, Pages, Google Docs);

Spreadsheets and Tables *(e.g.,* Excel or Lotus 123 worksheets, Numbers, Google Sheets);

Accounting Application Data *(e.g.,* QuickBooks, Money, Peachtree data files);

Image and Facsimile Files (e.g. PDF, TIFF, .JPG, GIF, DICOM images);

Sound Recordings *(e.g.,* .WAV and .MP3 files);

Video and Animation *(e.g.,* .AVI and .MOV files);

Databases *(e.g.,* Access, Oracle, SQL Server data, SAP);

Smartphones and Tablets *(e.g.,* Apple iPhone and iPad, Samsung Galaxy);

Contact and Relationship Management Data *(e.g.,* Outlook, ACT);

Calendar and Diary Application Data *(e.g.,* Microsoft Outlook PST, Lotus Notes, third-party internet calendars through mail accounts - Yahoo and Gmail);

Online Access Data *(e.g.,* Temporary Internet Cache Files);

Presentations *(e.g.,* PowerPoint, Corel Presentations, Keynote, Google Slides);

Network Access and Server Activity Logs;

Project Management Application Data and related documents;

Computer Aided Design/Drawing Files;

Web Pages and Posts; and,

Backup and Archival Files *(e.g.,* Zip, GHO).

In addition to preserving the electronic data or files themselves, as explained below you must also preserve all archived data or backup media which may contain potentially relevant ESI until otherwise directed by counsel. This includes magnetic and optical media, hard drives, flash drives, floppy disks, backup tapes, CD-ROMs and DVDs. Any software necessary to review the data contained on these media also must be preserved. If any backups are made in the cloud *(e.g.,* OneDrive, Acronis, Dropbox, Box.com, iCloud), they must be preserved and the third party handling this data must be contacted to assist in its retention.

In order to prevent data loss due to normal replacement of outdated computers, systems, hardware or software, you should also preserve all computers, hardware and software no longer in use that were used during the relevant timeframe until it has been verified that no potentially relevant ESI is stored on those computers or systems. This includes any servers, desktops, laptops, hard drives, and all associated hardware and software applications. Review the expiration of any lease agreements on any devices that may contain relevant data. Prepare for any contractual requirement that equipment be turned in on a particular date by either creating a forensic image of the data before returning the equipment, or buying out the contract in order to retain the device.

Some systems have the capability to capture or log instant messages (IM), if that feature has been activated. Does your system have the capability to log IM and, if so, has that feature been activated? Do you have any policy concerning the use of IM for business purposes? If so, please provide us with a copy of that policy at our initial meeting.

If your IT staff has developed a data map covering any aspect of your computer, email or record keeping systems, sometimes referred to as a "topology," please have a copy available at our initial meeting because it will hopefully reduce the amount of time we need to spend with your IT staff learning about those systems.

7. Preservation Obligations

The law governing the preservation of ESI also applies to other forms of evidence, including your paper records. No potentially relevant evidence should be altered or destroyed. Rather, it should be maintained in the way it is kept in the ordinary course of business. All copies, including all duplicates should be preserved. Even if paper copies have been made of electronic files, you should preserve the original electronic files.

The potential for accidental deletion, destruction or corruption of ESI makes it essential that prompt steps be taken to preserve relevant information. Delay in doing so increases the possibility that relevant ESI may be lost, thereby exposing you to sanctions. Thus, it is important to quickly act to preserve ESI. The obligation to preserve does not require imaging all computers and email, or freezing all electronic documents and data.

Absent extraordinary circumstances, the preservation obligation need only involve steps reasonably necessary to secure potentially relevant evidence necessary for a just and fair resolution of the issues presented.

In some instances, however, it may be prudent to make a forensically sound mirror image of certain computer hard drives to avoid the accidental deletion of ESI due to everyday computer usage. In matters where an employee is believed to have electronically misappropriated company information or property; where particularly critical evidence is recognized to exist on a specific hard drive; where potentially relevant information has been recently deleted and may need to be reconstructed; or where the way in which a computer was used appears to be a potential issue in the case, imaging the computer(s) involved should be considered. In such cases, a bit-by-bit copy of the hard drive should promptly be made. Consider whether to employ a qualified *outside expert,* rather than using your internal IT personnel to complete that work. The use of an outside forensic computer expert will help to insulate you from any adverse consequences resulting from the errant handling of the evidence and will limit the need for your IT personnel to become potential witnesses in the litigation.

To prevent the inadvertent destruction of potentially relevant ESI, you are obligated to:

(1) discontinue the destruction of potentially relevant information pursuant to any document retention/destruction policy and/or any automated features of your systems that delete or overwrite information;

(2) temporarily stop overwriting or destroying backups until you have coordinated your litigation hold plan with counsel;

(3) preserve any storage devices containing potentially relevant information until the information has been preserved or if necessary, until a forensically sound replica (bit by bit mirror image) is made;

(4) temporarily refrain from installing new software that might overwrite potentially relevant data or make data on a prior system inaccessible;

(5) maintain properly working virus protection software to protect the data from loss;

(6) preserve any website content and links that may contain relevant data;

(7) preserve all login ID's, names and passwords, decryption procedures (and accompanying software), network access codes, manuals, tutorials, written instructions, and decompression software;

(8) maintain all other information and tools needed to access, review or reconstruct potentially relevant electronic data;

(9) preserve (do not recycle or dispose of) any computers that may have been used by key employees during the relevant timeframe;

(10) preserve (do not reuse) computers of key employees who leave or have left your business until the all relevant information has been preserved; and

(11) suspend all maintenance procedures that could result in the deletion of ESI, including disk defragmenting, on computers that may contain relevant information until any relevant ESI stored on those computers has been preserved or until a forensically sound copy of the hard drive has been made, if necessary.

If you have any document retention or document destruction policy, please provide us with a copy of that policy at our initial meeting. If there is a person who is responsible for auditing and/or enforcing that policy, please provide us with that person's contact information at our meeting. We also need to learn if there are any automated features of your computer, email or record keeping systems automatically or routinely delete ESI. If so, we will need to confirm that those features have been suspended and learn when they were deactivated.

8. Document Each Step Taken to Preserve ESI

To defend against claims that you failed to properly preserve ESI, it is extremely important that a record be kept of every step taken by you to implement the litigation hold and to preserve ESI. Document the names of all employees and department heads to whom the litigation hold notice was sent and record when they were notified. Keep copies of the written hold notice and consider sending two copies of the hold notice to your employees with an instruction that they keep one, and sign and return the other as evidence that they received, read and understood its content. Maintain a log of any verbal instructions given, including when the instructions were given, the persons who provided and received the instructions and a summary of the instructions.

Frequently one party will attempt to discredit the other's effort to preserve ESI in the hope of gaining a tactical advantage through the imposition of sanctions. A comprehensive record documenting all efforts that are taken is necessary so that if challenged in court, your efforts at preserving evidence can be properly defended.

9. "Metadata," Embedded Data and Data Created or Stored in Unique or Proprietary Formats

Every document, report or email created on a computer contains hidden electronic information called "metadata." Metadata is literally defined as "data about data." Metadata is automatically created by your computer and functions like a library catalog card for the computer. Among other things, the metadata may reveal: who created a document, when it was created, who last had access to the document, whether it has been revised and by whom, when that revision was made and the number of versions of a document.

Metadata may contain potentially relevant information that can be used to authenticate an electronic document or email and may be sought in discovery. Metadata should be considered part of the original electronic document and should be preserved. One difficulty in preserving metadata is that simply opening a document and moving it to a folder to preserve it for discovery purposes will alter several metadata fields including when the document was last accessed and who accessed it.

Besides metadata, there is another form of potentially hidden information that can exist in the electronic version of a document which is manually embedded into a document's content itself through the track changes feature of a word processing program. That embedded data may contain information subject to attorney-client privilege or work product protection. It is important that no one edits or moves ESI in preparation or support of litigation before the files have been collected in a forensically sound manner thereby preserving the metadata as it exists now.

10. Accessibility of Electronic Data

The federal rules set up a two-tiered system of ESI discovery. Parties are expected to produce ESI that is readily accessible. However, there is no obligation to produce ESI from sources that are not reasonably accessible because of "undue burden or cost." The following are recognized categories of ESI which generally describe the ways data may be stored relative to its potential accessibility:

Active data - computer data which is immediately and easily accessible;

Backup data - computer data residing on readily available storage media;

Archived data - computer data placed into long term storage on backup tapes or other forms of media that may be periodically recycled or reused;

Legacy data - computer data created on old, out of date, obsolete or no longer used computer systems and/or hardware or software; and

Deleted data - computer data that has been "deleted" from a computer's hard drive but is potentially recoverable through computer forensic techniques.

We need to learn if you have any legacy data or legacy system(s), and, if so, whether there is any data which has not been transferred to the system(s) currently in use, and how far back the legacy data which has not been transferred to your current system goes, as well as whether any of that data might be relevant to the issues in this matter. In that event, we would need to determine what steps would be required, and at what expense, to access, review and produce that legacy data.

In addition, we will need to learn how ESI is stored by its custodians, the IT Department and employees. If your systems are backed up or archived, we need to learn what data is backed up and/or archived, how that is accomplished, how frequently the process occurs, how long the ESI is retained, where the backup tapes or archived media is stored and any rotation cycle. To determine the accessibility of ESI from those sources, we should learn what steps would have to be taken, and at what cost, to restore, search for and produce specific data or information on those tapes. We also need to learn if those backup tapes or archived data is used for any reason other than disaster recovery.

We bear the burden of proving that it would be unduly burdensome or costly to produce ESI from these or any other sources or potential repositories of ESI. Thus, we will need to speak with your IT department to discuss any features of your system(s) or the information stored in various sources that would make production of ESI from those sources unduly burdensome or costly. Your IT department will be of invaluable assistance in evaluating whether we can claim that ESI from any of those sources is inaccessible within the meaning of the e-discovery rules and thereby possibly avoiding the expense of producing ESI from those sources. However, you still need to preserve potentially relevant ESI from those sources until the issue of ESI production from those sources has been resolved by agreement with opposing counsel or an order from the court.

11. Processing and Production of ESI

You need to anticipate that you may have to segregate and process for review and production an unknown quantity of electronic data. One way to limit the cost of e-discovery is to use filtering techniques to reduce the size of the data set that may need to be reviewed for privilege and/or produced in discovery. Common filtering techniques include "de-duplication" of identical documents or emails through the *use* of "hash

methodologies," key-word or concept searches, screening data by date ranges, custodians and/or file types and the use of artificial intelligence.

These are issues we need to discuss at our initial meeting. You should assess whether your IT staff has the time and/or capacity to collect and process ESI for production in discovery in this matter. More importantly, you need to assess whether your IT staff should perform these types of tasks given the range of sanctions that could be imposed if ESI is lost in the process. Having your IT staff perform these tasks could require that they be deposed and opens their work up to review and potential criticism by our opponent and the court. It also diverts their attention from company business. While we have our own experienced IT staff who could provide technical or other assistance, there is a risk that if we assist in or actually perform these tasks, our staff could potentially become witnesses if a motion for sanctions were later filed, and in an extreme case, we could be disqualified from representing you. **Accordingly, unless it would be cost prohibitive or there are other good reasons not to do so in a given matter, we generally recommend that a qualified outside vendor be considered for managing the collection of ESI necessary for its production.** Please let us know if you have a preferred e-discovery vendor.

OTHER E-DISCOVERY RELATED ISSUES

In addition to the issues noted above, at our initial meeting there are several other points that we need to discuss with you. They include:

- When the litigation hold was issued or the process began;
- What steps have been taken to implement a litigation hold;
- What documentation do you have concerning the steps taken to implement the litigation hold;
- The name and contact information of the person in charge of the hold process or any member of your legal department designated to answer questions;
- What types of ESI are in your possession, what formats is it stored in, and where are the data repositories or sources for that ESI located;
- How much ESI and how many custodians are involved.

Finally, please let us know when the appropriate persons from your IT department are available to meet with us. We do not want to delay our initial meeting with you to cover these various issues, so our meeting with IT does not have to occur the same day.

Depending upon the complexity of your systems, the meeting with your IT staff could run much longer than our meeting to discuss the issues raised above.

SUMMARY

The duty to preserve and produce ESI is central to the litigation process. The tasks required to comply with our respective obligations must be performed at the very beginning of a lawsuit, and again periodically throughout the course of the litigation. At our initial meeting, we will discuss with you the strategic implications of these ESI obligations and how our respective obligations will be met in connection with this matter. At that meeting, we will review with you any steps that have already been taken to preserve ESI and work with you to develop a clear plan to properly preserve and produce any potentially relevant ESI on a going-forward basis.

In some cases, e-discovery costs may have little or no impact on litigation or settlement strategies. In other cases, e-discovery may generate significant costs and require the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may warrant serious consideration of an early resolution of the claim. We will be glad to discuss these and any other issues or questions you may have at our initial meeting in the near future. Of course, should you have any questions about what steps should be taken to preserve ESI prior to our initial meeting, please immediately contact us at your earliest convenience.

EXHIBIT B

quinn emanuel trial lawyers | new york
295 5th Avenue, New York, New York 10016-7103 | TEL (212) 849-7000 FAX (212) 849-7100

WRITER'S DIRECT DIAL NO.
(212) 849-7107

WRITER'S EMAIL ADDRESS
andrewberdon@quinnemanuel.com

December 23, 2025

STRICTLY CONFIDENTIAL -- ATTORNEY-CLIENT PRIVILEGED MATERIAL
PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK PRODUCT
VIA E-MAIL
DAN@APPLETREEPARTNERS.COM

Dan Finkelman
General Counsel
Apple Tree Partners
230 Park Avenue, Suite 2800
New York, NY 10169

Re:

Dear Dan:

We are pleased to confirm your engagement of Quinn Emanuel Urquhart & Sullivan, LLP ("QEU&S") as counsel to represent ATP Life Science Ventures, L.P. (the "Fund"), ATP GP III, ATP Life Science Inc., and certain of the Fund's portfolio companies[1] (collectively, "ATP" or the "Client") in connection with restructuring matters including *Apple Tree Life Sciences, Inc., et al.*, Case No. 25-12177 (the "Engagement"). The purpose of this letter is to confirm the terms and conditions under which QEU&S will provide legal services to ATP in connection with the Engagement. We believe that a mutual understanding of these terms and conditions at the outset

[1] The portfolio companies include, but are not limited to, Aethon Therapeutics, Inc., Apertor Pharmaceuticals, Inc., Ascidian Therapeutics, Aulos Bioscience, Deep Apple Therapeutics, Evercrisp Bioscience, Initial Therapeutics, Inc., Marengo Therapeutics, Marlinspike Therapeutics, Inc., Nereid Therapeutics, Nine Square Therapeutics, Red Queen Therapeutics, Inc., and Replicate Bioscience.

is fundamental to establishing a good working relationship. In this engagement letter, we sometimes refer to ATP as "you" or "your" and to QEU&S as "we," "our," or "us."

Client

Our engagement is on behalf of ATP and certain of its affiliates, including ATP GP III. We will not be representing any officer, director, employee, owner, founder, member, shareholder or partner of, or any other person affiliated with ATP; or any subsidiary, parent, or other affiliate of ATP. If any of these persons or entities think that they may require counsel, we would be happy to discuss with them whether we might be able to represent them as well, but any such representation would need to be covered by a separate engagement letter, and would depend on a review by us and disclosure to all concerned of the conflicts of interest that would or could arise in connection with any such concurrent representation, and on appropriate consents being obtained from ATP and from those seeking such additional representation.

Scope of Engagement

You have engaged QEU&S to represent you in connection with the Engagement, including restructuring-related litigation against Rigmora Biotech Investor One, Rigmora Biotech Investor Two and their affiliates, including Rigmora Holdings. QEU&S's services will be limited to the representation of ATP in the Engagement. Our services will not extend to other business, personal or legal affairs of ATP, or to any other aspect of ATP's activities. Our representation will conclude with the settlement of the case or Court approval of a plan of reorganization and final dismissal of any litigation or other proceedings related to the restructuring of ATP or any of the reasons stated in the Date of Commencement and Termination of the Engagement section of this letter. QEU&S's receipt or use of confidential or other information from ATP or others in the course of this representation does not mean that QEU&S will render any other advice or services either to ATP or any other person or entity. Similarly, ATP will not look to or rely upon QEU&S for any investment, accounting, financial, or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom ATP may be dealing.

Insurance Coverage and Claims

ATP understands and agrees that QEU&S is not being engaged to advise regarding the existence of any insurance coverage in connection with the circumstances of the Engagement or to advise or assist in the formulation or submission of any insurance claim in connection with the Engagement. If ATP has not done so already, ATP should consider tendering this matter to ATP's insurer(s) in order to determine whether there is insurance coverage for any of the claims asserted.

Responsible Persons – Communications Between QEU&S and ATP

We will keep ATP regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Within QEU&S, I will be primarily responsible for the Engagement. My telephone number is (212) 849-7107 and e-mail address is andrewberdon@quinnemanuel. In the event that you need to reach me and I am unavailable, please leave a voicemail message for me. It is my policy that all calls will be returned promptly.

Also, should you have an urgent need to reach me, my home and cell phone number is (914) 441-9470. In the event of an emergency, please call my assistant, Lauren DiGregorio, at (212) 849-7132 and my assistant will endeavor to reach me as soon as practicable thereafter.

We currently anticipate that Eric Winston, Rachel Epstein and Patty Tomasco will be working with me on the Engagement, but we may change the staffing as the need arises. Eric's telephone number and e-mail address are (213) 443-3602 and ericwinston@quinnemanuel.com. I will of course seek to staff this Engagement in a manner that I think will be the most effective and efficient. I will be happy to discuss with you any staffing issues or concerns you may have at any time.

Protection of Client Confidences – High Tech Communication Devices

We are always mindful of our central obligation to preserve the precious trust which our clients repose in us their secrets and confidences. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of yours to any other client or person. Similarly, we cannot disclose to you the confidences of any other client, even when such information relates to matters that might affect you.

In order to meet our obligation to preserve your confidences, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. Please notify me if you have any other requests or requirements in connection with the methods of telecommunication relating to the Engagement.

ATP's Designee to Receive Communications

We understand that you have designated Seth Harrison as the person who is primarily responsible for managing the Engagement within ATP and that he is authorized to direct our activities and deal with us on any issues relating to the Engagement. Unless otherwise directed by ATP, we shall fulfill our obligation to ATP to keep ATP informed as to the progress of the Engagement by communicating with Seth Harrison and by keeping him so informed, and it shall be the obligation of Dr. Harrison to communicate with all others within ATP regarding the progress of the Engagement.

Self-Representation

QEU&S has its own internal General Counsel, a partner at the firm. The firm's General Counsel may designate one or more of the firm's partners and other lawyers at the firm to assist the General Counsel ("designees"). The General Counsel and its designees may provide QEU&S and its attorneys with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters with respect to this Engagement. QEU&S also retains outside counsel from time to time to provide similar legal advice and representation. In the course of such consultation, QEU&S's attorneys and/or staff may disclose to the General Counsel and/or his or her designees or QEU&S's outside counsel privileged information

concerning this Engagement, and may receive legal advice related to QEU&S's work on the Engagement. This legal advice is privileged and not discoverable by anyone outside QEU&S, including you. QEU&S may or may not disclose this legal advice to ATP in its sole discretion. By retaining QEU&S, ATP acknowledges and consents to QEU&S's attorneys and staff consulting with the General Counsel and/or its designee and/or QEU&S's outside counsel as they deem necessary, both during and after the Engagement and ATP confirms that such communications are privileged and protected against discovery by anyone, including you.

Responsibilities of Client

In order to represent you effectively, it is important that you provide us with complete and accurate information regarding the subject matter of the Engagement, and that you keep us informed on a timely basis of all relevant developments. In addition, it is important that ATP and its officers and employees provide us with timely assistance and cooperation in connection with the Engagement.

Preservation of Electronically Stored Information ("ESI")

The Federal Rules of Civil Procedure, Federal Rules of Evidence, and case law addressing electronic discovery impose obligations on the parties involved in litigation and their counsel. An understanding of these rules, which relate to the duties of preservation and discovery of electronically stored information ("ESI"), is an essential prerequisite to the development of a successful litigation strategy for every client. The duty to preserve potentially relevant information is triggered when litigation is reasonably anticipated or commenced, and the failure to comply with these rules can have dire consequences (including sanctions ranging from monetary penalties, to entry of a default against you or your action being dismissed). In the event ATP has not already issued a litigation hold in this matter, we request that you immediately do so. We would be pleased to assist you with preparing the litigation hold and otherwise providing guidance on the duties related to preservation of ESI.

Use of Generative Technologies

While representing ATP, we may use artificial intelligence and generative AI tools and technologies to assist in various legal support tasks such as data processing, document coding, document review, legal research, preparation of pleadings or discovery materials, and analysis. Our use of this technology may change over time as the technology changes and advances. This technology enables us to provide our services to you more efficiently and effectively.

Although generative AI can enhance our work, it is not a substitute for the expertise and judgment of our attorneys. We will exercise professional judgment in using AI-generated content, and our attorneys will review and validate AI-generated content to ensure its accuracy and appropriateness for the Engagement. We will use only AI technology providers with whom we have agreements that will maintain the confidentiality and security of your information. Among other things, these third party providers will be required to agree that they will not train their AI models using your data.

By engaging our firm, ATP consents to our use of these technologies in the Engagement, subject to the terms set forth herein.

No Guarantee of Result

In providing legal advice to you, I or others at QEU&S may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Engagement.

Our firm has many lawyers and several offices. We may currently or in the future represent one or more other clients in matters involving ATP and we may represent the parties that are adverse to you in this matter in other matters. We are undertaking this Engagement on condition that ATP gives its express consent and agreement that we may represent other clients, including the parties adverse to you in this matter, in the future in other matters in which we do not represent ATP even if the interests of the other clients are adverse to ATP (including the appearance on behalf of another client adverse to ATP in a negotiation, litigation or arbitration).

ATP acknowledges that (a) ATP is a sophisticated client who understands the advantages and risks of choosing QEU&S, which is a large international firm that regularly represents clients in similar disputes from different vantage points, and (b) QEU&S will not be disqualified from another matter on account of the Engagement creating a "positional conflict" or revealing ATP's "confidential strategy" or "litigation playbook." The countersignature to this letter on behalf of ATP acknowledges that we have made disclosure to ATP of the nature and breadth of QEU&S's practice and that ATP has had the opportunity to confer with its counsel prior to agreeing to the conflict waiver set forth herein.

Billing

Our fees are based on the amount of time we spend on this Engagement. Each QEU&S attorney, legal assistant and other timekeeper assigned to this Engagement will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually and we will notify you of these changes thirty days in advance of their going into effect. In addition, our associate rates are based on years out of law school, so annually on September 1, each associate's rate moves up to the next higher class rate on our rate schedule; for example, on September 1, 2026, a class of 2025 graduate's rate will move up from a first-year associate rate to a second-year associate rate, and so on. These "class graduation" adjustments are not rate increases, and ATP acknowledges and agrees to these associate class adjustments by signing this letter. The billing rates of the attorneys whom we anticipate assigning to this Engagement currently range from $2,130 Andrew Berdon to $2,085 for Eric Winston to $2,010 for Patty Tomasco and $1,925 for Rachel Epstein. We have agreed to a ten percent (10%) discount to be applied to our hourly rates in connection with this matter. If one of our professionals performs multiple tasks for ATP during the course of a day, our statement will describe those tasks in a continuous narrative form accompanied by a single time entry for all tasks, a practice known as "block billing." ATP agrees that we may block bill.

Estimates

ATP understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. From time to time during the course of our Engagement we may provide ATP with estimates of costs and fees or projected budgets for our work going forward. Ordinarily, we do not provide these projections unless ATP specifically requests us to do so. When we do provide them, we will make a good faith effort to estimate what the future cost will be. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversary, rulings by the court, or other developments in the litigation. In all instances when we provide such projections, they should be viewed as guidance only. The fees and costs which ATP will be liable for will be based on our time charges as set forth in this agreement, and not on any such projections.

Ancillary Costs

We will charge separately for certain ancillary services we provide, such as facsimile charges, secretarial and paralegal overtime and word processing. We pass along out-of-pocket costs and charges that we incur on our clients' behalf. These typically include messenger charges, deposition videography and transcript charges and administrative charges. Other charges are based on market, not cost, including service of process, document reproduction ($0.24/page), color document reproduction ($1.00/page), binders, tabs, tab creation, manila folders, redwelds, binding, punching, black and white scanning ($0.18/page), color scanning ($1.50/page), black and white oversized scanning ($0.40-$1.50/page), color oversized scanning ($2.25-$12.50/page), black and white blowbacks ($0.15/page), color blowbacks ($1.00/page), slipsheets ($0.03/page), native file printing ($0.18/page), TIFF generation ($0.02/page), OCR ($0.02-$0.03/page), ECA filtering ($10-$75/GB), data processing ($50-$150/GB), image endorsement ($0.02/page), media creation and duplication ($15-$400/unit), document coding ($0.88-$1.50/document), generative AI analysis ($0.03-$0.04/document/month), generative AI document review ($0.10-$0.45/document), hosting ($3-$12/GB) and litigation support consulting at hourly rates of $210 to $435 per hour, depending on the work performed. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, without any applicable discount), travel costs (including business class travel for flights over 3 hours), meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, fees for experts and other consultants retained on ATP's behalf, and similar charges. Our charges may also include cellular or air telephone charges that are not related to the representation, but are necessarily incurred while we are traveling on a client's case. These charges will be at cost. The costs listed are the current rates but may be subject to future adjustment. ATP agrees that the ancillary costs described in this paragraph are costs to be paid in addition to our hourly billings, are not "overhead," and are payable separate and apart from our hourly billings in the event of any dispute.

In some cases, particularly if the amount is large, we may forward an invoice from an outside vendor or service directly to ATP for payment, which will also be due and payable upon receipt. Failure to pay such invoice upon request will be grounds for us to withdraw from our representation.

In the event ATP has supplied us with billing guidelines that are inconsistent with the terms of this Engagement Letter, ATP agrees that the terms of this Engagement Letter shall apply unless a copy of ATP's billing guidelines are attached to this Engagement Letter countersigned on behalf of QEU&S, in which event ATP's billing guidelines shall control.

We will submit bills on a monthly basis. All bills shall be paid within thirty days of receipt by you. The obligation to pay our bills is solely yours and is not contingent upon any judgment or settlement; any right you may have for reimbursement, indemnification, insurance or the like; or your receipt of any other form of payment you may expect to receive from some other party. We reserve the right at our sole discretion to charge interest of 8% per annum on invoices that are 90 days or more past due. Additionally, QEU&S reserves the right to void any discounts on rates, ancillary costs or otherwise, if invoices are not timely paid by ATP. If ATP has any question regarding, or wish to challenge any bill, ATP shall notify us promptly of any such question or challenge, and shall in any event pay any portion of such bill that is not subject to question or challenge.

Award of Costs and Fees

A court may sometimes order a payment of costs or attorneys' fees by one party to the other. If any fees or costs are paid to us, they will be credited against any amounts ATP owes us, but ATP will be obligated for any unpaid portion of our statements as they become due. Payment of our statements may not be deferred pending a ruling on an application for attorneys' fees, costs or sanctions or pending the receipt of such an award. Any fee or cost award received from another party will be credited to ATP's account, unless it results in a credit balance. If it does, we will refund the balance to ATP. If a court awards fees or costs against ATP and in favor of an opposing party, ATP will be responsible for payment of that amount separately from any amounts due to us.

Retainer

ATP has paid us $1,000,000.00 as a retainer toward our statements. This sum will be used to pay our fees, costs and other expenses incurred on ATP's behalf. Each month when the retainer balance is drawn down to pay our monthly statements, we will expect our fees to be paid and the retainer replenished to its full amount of $1,000,000.00 within thirty (30) days of your receipt of our statement, so that the retainer balance is always at least $1,000,000.00. Any funds paid to us for our past or future fees and charges shall be treated as "retainer" funds until such time as they are applied to our outstanding invoices or returned to $1,000,000.00

BANK:	**City National Bank**
ADDRESS:	**555 South Flower Street, 18th Floor**
	Los Angeles, CA 90071 (213) 673-8763
REFERENCE:	**Quinn Emanuel Urquhart & Sullivan, LLP**
ROUTING NUMBER:	**1220-16066**
ACCOUNT:	**Client Trust Account #210032339**

If the pace of work increases or for any other reason the retainer is not sufficient to cover our outstanding unpaid fees, disbursements and other charges during the course of the month, ATP will pay us an additional retainer.

All retainer funds will be deposited and maintained in the firm's client trust account. The retainer funds will be treated as an advance against our fees and charges, and such funds shall be subject to a lien in favor of QEU&S. Upon delivery of bills in accordance with the terms of this Engagement Letter, the retainer funds held up to the amount of such bills will be treated as property of QEU&S and may be withdrawn from our retainer account. Any balance of the retainer then remaining will be credited toward the amount of our final bill on completion of our representation, and if the amount of the retainer exceeds the total charge for our final bill, we will refund any excess to ATP, within sixty (60) days from the date of our final bill. Any excess funds will be paid only to the party who paid the initial retainer.

Please let us know promptly if you have any questions or concerns about the services provided by anyone at QEU&S or about any billing statement so that we can act appropriately.

Termination

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions at any time about this letter or the work that the firm, or any attorney, is performing, please call me or, if you prefer, John Quinn in our Los Angeles office at (213) 443-3000, to discuss it. You may terminate this representation at any time, with or without cause. Subject to the application of the applicable rules of professional responsibility, we also reserve the right to withdraw if, among other things, you fail to make timely payment of any invoice, you fail to cooperate or follow QEU&S's advice on a material matter, or any fact or circumstance arises that, in QEU&S's view, renders our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

Date of Commencement and Termination of the Engagement

The effective date of our agreement to provide services is December 9, 2025. The date at the beginning of this letter is for reference only. If this letter is not signed and returned for any reason, ATP will be obligated to pay us the reasonable value of any services we have performed as well as the costs we have incurred on ATP's behalf.

QEU&S's representation of ATP will be considered terminated at the earliest of (i) ATP's termination of the representation, (ii) QEU&S's withdrawal from the representation, (iii) the

completion of QEU&S's substantive work for the Client, or (iv) following 60 days of inactivity by QEU&S on the matter.

File Retention and Disposition

After the Engagement has concluded, and subject to payment of all outstanding fees and disbursements, you may request the return of files pertaining to the Engagement. ATP's files will be released only following delivery to QEU&S of a signed release letter containing appropriate directions and acknowledgment of the obligation to pay outstanding fees. QEU&S may charge you for the reasonable costs of retrieval, assembly, copying and transfer of all files or materials in any format. It is our practice to retain the permanent records of the matter, in accordance with our records retention policy, for a period of not less than 7 years after the Engagement has ended. If you do not request the files in writing before the end of our retention period, upon the expiration of that period we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice to you.

Other Litigation or Proceedings

If, as a result of this Engagement, and even if the Engagement has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving ATP or related persons or entities, ATP shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of ATP in this matter (including unmeritorious disqualification proceedings), ATP agrees to indemnify us for any attorney's fees and expenses (including our own professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim brought by or on behalf of ATP alleging wrongdoing by QEU&S.

Arbitration

Although we think it is unlikely, it is possible that a dispute may arise between us regarding some aspect of the Engagement and our representation of you. If the dispute cannot be resolved amicably through informal discussions, we believe that most, if not all, disputes can be resolved more expeditiously and with less expense by binding arbitration than in court. This provision will explain under what circumstances such disputes shall be subject to binding arbitration.

[NEW YORK]:

(a) AGREEMENT TO ARBITRATE:

Any dispute between QEU&S and i as to attorneys' fees and/or costs in connection with the Engagement shall be resolved as follows:

1. By signing this Engagement Letter, i acknowledges that it has received and read a copy of the official written rules, instructions and procedures for both the fee arbitration program under Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR § 137) (the

"Section 137 Arbitration Program") and the rules and procedures in effect in the First Department and the JAMS Streamlined Arbitration Rules and Procedures. i understands that not all disputes as to attorneys' fees and/or costs may be subject to the Section 137 Arbitration Program.

2. By signing this Engagement Letter, i acknowledges that it has been advised that (1) it has the right to use the fee arbitration procedures of Part 137, which includes the right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a court of law; (2) in the absence of this agreement, it would have the right to choose whether or not to participate in this program; and (3) signing this Engagement Letter does not foreclose the parties' attempting to resolve this fee dispute at any time through voluntary mediation.

3. By signing this Engagement Letter, i acknowledges that it has had any questions answered concerning the applicability of the Section 137 Arbitration Program to any potential disputes.

4. By signing this Engagement Letter, i and QEU&S agree to waive their rights with regard to arbitration pursuant to Part 137, which includes the right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a court of law.

5. i and QEU&S agree that in the event a dispute should arise as to QEU&S's fee for legal services, they will resolve the fee dispute by arbitration before an arbitral forum outside Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), and that the arbitration shall be governed by the rules and procedures of that forum, as outlined in ¶ (b) below.

6. i has also been advised of any fees associated with using the arbitral forum specified in ¶ (b) below, according to the schedule of fees for that arbitral forum and i acknowledges that it has received the Arbitration Schedule of Fees and Costs of JAMS.

Any other dispute arising in connection with the Engagement or with the provision of legal services by QEU&S including, without limitation, any claim for breach of contract, professional negligence or breach of a fiduciary duty, shall be resolved by confidential, binding arbitration as described in ¶ (b) below.

i further acknowledges that this agreement to arbitrate results in a waiver of i's right to a court or jury trial for any fee dispute and malpractice claim. This also means that i may be giving up its right to discovery and appeal, to compel witnesses and documents, to seek all available relief (except punitive damages which are provided for under state law), and to have the matter heard in a public forum. If i later refuses to submit to arbitration, i may be ordered to do so. i acknowledges that, before signing this Engagement Letter and agreeing to binding arbitration, i is entitled to, and has been given, a reasonable opportunity to seek the advice of independent counsel.

(b) ARBITRATION PROCEDURES:

In the event of any dispute that is subject to arbitration pursuant to ¶ (a) above, the initiating party will provide a written demand for arbitration to the other party setting forth the basis of the initiating party's claim and the dollar amount of damages sought.

The parties further agree that, if arbitration is necessary, each arbitration will:

1. Be heard and determined by a panel of three arbitrators with one selected by each party to the arbitration, and the third selected by the first two from the panel of arbitrators of JAMS (or its successor). Once a party selects an arbitrator and notifies the other party (the "non-selecting party") of its selection, the non-selecting party shall select an arbitrator within thirty (30) calendar days. If the non-selecting party fails to select an arbitrator within thirty (30) calendar days, JAMS (or its successor) shall select an arbitrator on the non-selecting party's behalf. Once two arbitrators are selected, those two arbitrators shall select the third arbitrator (from the panel of arbitrators of JAMS, or its successor) within twenty (20) calendar days. If the first two arbitrators fail to select a third arbitrator within twenty (20) calendar days, JAMS (or its successor) shall select an arbitrator (from the panel of arbitrators of JAMS, or its successor) on their behalf.

2. All selected arbitrators shall be retired state or federal judges;

3. Take place in the city in the United States in which QEU&S maintains an office that is nearest to the QEU&S attorneys who spent the most time on the Engagement (the "applicable city");

4. Be conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures (or any successor rules and procedures), in effect at the time the initiating party delivers to the other party the demand for arbitration required hereunder;

5. Require the arbitrators to enforce the terms of this agreement, and they will lack authority to do otherwise;

6. Apply the laws of the jurisdiction in the United States where the applicable city is located. The arbitration proceedings and the decision of the arbitrator will be confidential. Notwithstanding anything to the contrary contained in this agreement, the prevailing party in any arbitration, action or proceeding to enforce any provision of this agreement (for avoidance of doubt, a party that obtains a net monetary recovery shall be the prevailing party) will be awarded attorneys' fees and costs incurred in that arbitration, action or proceeding even if the law provides otherwise, including, without limitation, the value of the time spent by QEU&S attorneys to prosecute or defend such arbitration, action or proceeding (calculated at the hourly rate(s) then normally charged by QEU&S to clients which it represents on an hourly basis), except that the foregoing shall not apply to any mediation, as described above, and the parties will split the fees of the arbitrator; and

7. Be final and binding on both parties, will not be subject to de novo review, and that no appeal may be taken. The ruling of the arbitrator(s) may be entered and enforced as a judgment by a court of competent jurisdiction. The arbitration provisions of this Agreement may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses.

Binding Agreement

By signing below, ATP agrees that ATP has had enough time to review this letter, that we have advised you that ATP has the right to consult another, independent lawyer about the provisions relating to the waiver of conflicts of interest and any other aspect of this letter as to which ATP may wish to avail itself of such advice, and that ATP is satisfied that it understands this letter. ATP also agrees that ATP has the freedom to select and engage the counsel of its own choice and accordingly that this is an arm's length agreement between parties of equal bargaining strength and that ATP has freely determined, without any duress, to sign and agree to these terms.

Severability

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Amendments and Additional Engagements

The provisions of this letter may only be amended in writing, signed by both parties.

If ATP later asks us to take on additional assignments, we will send you a supplementary engagement letter reflecting each additional assignment.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning this engagement letter to me with the initial retainer amount. In the event that you do not sign and return the letter within ten (10) days from the date of this letter, your instructing us or continuing to instruct us on this Engagement will constitute your full acceptance of the terms set out in this letter.

Please do not hesitate to call me to discuss any questions you may have regarding this agreement.

In conformance with QEU&S's policies, we cannot commence work on this Engagement until we have received a copy of this letter countersigned by you [**and your payment of the initial retainer**].

Thank you again for this opportunity to be of service. We look forward to working with you on this Engagement.

Very truly yours,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Andrew M. Berdon

AMB

[STATEMENT TO BE SIGNED BY CLIENT:]

I have read the above Engagement Letter and understand and agree to its contents. The parties to this Engagement hereby agree that a faxed, PDF or electronic signature shall count as the original.

ATP Life Science Ventures, L.P.

By: _____

Name: _____

Title: _____

Date: _____

12.25

EXHIBIT C

Murphy&King Professional Corporation
Counsellors at Law

October 23, 2026

Via E Mail

David Litterine-Kaufman
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

Re: Apple Tree Life Sciences, Inc., et al, Case No. 25-12177

Mr. Litterine-Kaufman:

Reference is made to your letters dated October 19th and October 20, 2026 regarding Murphy & King's (the "Firm") representation of the Portfolio Debtors in these jointly administered Chapter 11 cases wherein you make demand upon the Firm to, first, withdraw the October 13, 2026 objection the Firm filed on behalf of the Portfolio Debtors (Apertor Pharmaceuticals, Inc.; Evercrisp Biosciences, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Nereid Therapeutics Incorporated; Nine Square Therapeutics, Inc.; and Red Queen Therapeutics, Inc.) to your co-counsel's motion to effect changes to the Portfolio Debtors' management without further Bankruptcy Court order and, then, withdraw from the Firm's continued representation of the Portfolio Debtors in these jointly administered Chapter 11 cases.

You apparently misunderstand the role and scope of the services performed by the Firm in these cases. At all relevant times, the Firm has exclusively represented the Portfolio Debtors and we have only advised and taken direction from the Portfolio Debtors. The Firm has never advised nor taken direction from the Fund. Where the interests of the Portfolio Debtors were aligned with those of the Fund—which was overwhelmingly the case until the Officeholders were appointed--on behalf of the Portfolio Debtors the Firm has supported the Fund's and its counsel's, including Quinn Emanuel, efforts in these cases to obtain funding to ensure the Portfolio Debtors' continued operation.

As agreed with and consented to by the Fund, when the interests of the Fund conflicted with those of the Portfolio Debtors, the Firm has registered the Portfolio Debtors' concerns and objections with the Fund both formally and informally. Among other things, the Firm has taken the following actions consistent with the foregoing. The Firm represented the Portfolio Debtors in opposing the motion filed by Rigmora to Dismiss Case and for Relief from the Automatic Stay. At that evidentiary hearing, the Firm conducted the examination of Spiros Liras, a director of several Portfolio Debtors, to establish, among other things, claims of the Portfolio Debtors against the Fund Debtor for unfulfilled obligations under the Series A Stock Purchase Agreements. The Firm prepared and filed on behalf of the Portfolio Debtors proofs of claim against the Fund and ATP III GP, Ltd. on behalf of Apertor, Evercrisp, Initial, Marlinspike, and

Red Queen. As far as I am aware, no one has objected to these proofs of claim but if someone did, the Firm would handle such objections.

Following the appointment of the Officeholders and the Bankruptcy Court's subsequent recognition (as limited therein), the Firm continued to represent the Portfolio Debtors for more than three (3) months in the bankruptcy cases without objection from you or the Officeholders in connection with a variety of matters in which the Portfolio Debtors and the Fund were in dispute. This includes,, but not limited to (i) the proofs of claim asserted by the Firm on behalf of the Portfolio Debtors, (ii) the objection filed by the Firm on behalf of the Portfolio Debtors to the Officeholders' request to supplement the third funding motion which called for a phased rather than commitment funding, (iii) the ensuing settlement negotiations of the Portfolio Debtors' objection to the Funds' motion to supplement the third funding motion, (iv) multiple discussions between the Fund's representatives and the Firm regarding the course of the Chapter 11 cases, and (v) working with Quinn Emanuel on appellate briefs on behalf of the Portfolio Debtors.

As for the matters in controversy between the Fund and the Portfolio Debtors that apparently led to your letters, on behalf of the Portfolio Debtors, the Firm had negotiated with the Fund's counsel prior to the filing of the Portfolio Debtors' objection regarding the governance motion and potential resolution of same, with no threat of disqualification. For avoidance of doubt, Dr. Harrison had no involvement with the Firm in these matters and the decision to file the objection on October 13 was made by management in discussions with the Firm, not Quinn Emanuel.

It is quite evident that the Fund's belated and unjustified demands upon the Firm to withdraw Portfolio Debtors' objection and its representation of the Portfolio Debtors is a result of the Fund's displeasure with Portfolio Debtors' pending objection to the wholesale replacement of Board members, before any bidder has requested such changes and in contravention of the Court's prior clarification order and not justified by either the law or fact. On behalf of the Firm and Portfolio Debtors, the Fund should focus on addressing the Portfolio Debtors' concerns at this critical juncture in these cases and rescind its demands.

Regards,

/*s/Harold B. Murphy*
Harold B. Murphy

EXHIBIT D

quinn emanuel trial lawyers | los angeles
865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100

WRITER'S DIRECT DIAL NO.
(213) 443-3602

WRITER'S EMAIL ADDRESS
ericwinston@quinnemanuel.com

PRIVILEGED/CONFIDENTIAL

July 30, 2026

VIA ELECTRONIC MAIL
CRAIG.MARTIN@US.DLAPIPER.COM

R. Craig Martin
DLA Piper LLP (US)
1201 North Market Street, Suite 2100
Wilmington, DE 19801

Re: In re Apple Tree Life Sciences

Dear Craig:

In light of the Bankruptcy Court's order today recognizing the appointment of the Officeholders to have the power to direct, should they choose to do so, the affairs of the Fund debtor and debtor-in-possession, we write concerning the following to ask for directions.

Mr. Mandarino is the current CRO for the Fund Debtor. B. Riley is the financial advisor. Our firm, Potter Anderson, Walkers, and Wachtell are all counsel to the Fund Debtor. Certain of the foregoing professionals are also counsel to the other debtors. Until today, there has been no actual or potential conflicts among any of the debtors' estates. There still may not be. However, in order to have clarity going forward, do the Officeholders intend to direct the Fund Debtor to continue to use the same professionals or intend to seek to replace some or all of them with different Fund professionals? In particular, given the Bankruptcy Court's comments today regarding the Third Funding Motion, we need to know soon whether the Officeholders are going to take positions opposite of what the Debtors took when the Third Funding Motion was filed prior to the "loss of substratum" trial in the Cayman court. If the answer is yes that would bring about an actual conflict.

As we informed you and your clients starting on July 13, there are a number of pending matters and potential actions for the Fund aside from the Third Funding Motion and the extended deadline to submit letters of intent for assets of any debtor. We list out material ones so that the

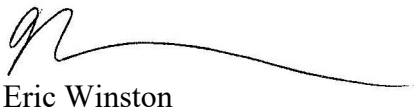
Officeholders can appropriately direct the Fund Debtor in accordance with the Bankruptcy Code and existing orders of the Bankruptcy Court.

- The appellate briefs are now due August 28. The other Debtors will proceed but it needs to be clear whether the Fund Debtor is as well.
- The Delaware Supreme Court argument is going to happen soon. The Fund Debtor is a party to it.
- The Syntimmune litigation.
- Seeking additional capital calls from Rigmora, including taking steps in the Cayman proceedings to vacate the existing writ or to take positions in the Bankruptcy Court that section 541(a) overrides the Cayman writ.
- Pursuing claims against Rigmora for the harms caused to the Fund Debtor's investments by refusing to honor capital calls without justification, as found by the Chancery Court.
- Positions on whether the trust and confidence trial the Cayman court as scheduled should proceed and what liability, if any, the Fund Debtor is exposed to if it in fact does proceed.
- There are other Bankruptcy Court-ordered deadlines you presumably are already aware of but happy to discuss.

As you know, we have previously advised you that the Bankruptcy Court has plenary jurisdiction over the Fund Debtor and its assets. Today's recognition order, by directing that the Officeholders, should they choose to exercise powers, must do so in the capacity of directing the Fund Debtor as a debtor and debtor in possession and in accordance with the Bankruptcy Code, confirms this. We believe it would be a mistake for the Officeholders to take any action not in compliance with the Bankruptcy Code or existing orders of the Bankruptcy Court even if inconsistent with the Cayman Order.

We are available to further advise as the Officeholders set fit.

Very truly yours,



Eric Winston

EXHIBIT E

DLA Piper LLP (US)
1201 North Market Street
Suite 2100
Wilmington, Delaware 19801-1147
www.dlapiper.com

R. Craig Martin
craig.martin@us.dlapiper.com
T 302.468.5655
F 302.778.7834

August 10, 2026

Eric Winston, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 South Figueroa Street, 10th Floor
Los Angeles, CA
90017-2543

Re: *In re Apple Tree Life Sciences, Inc.*, et al., Case No. 25-12177, pending in the United States Bankruptcy Court for the District of Delaware

Dear Eric:

Thank you for your time today to discuss some of the issues presented in this letter that I send you based on instructions from the officeholders Mr Alex Lawson and Mr Barry Lynch (the "**Officeholders**"), who have been ordered to act in the stead of the ATP III GP, Ltd. (the "**GP**") as general partner of ATP Life Science Ventures, L.P. (the "**Fund**").

We refer to your letter dated 30 June 2026, concerning your firm's representation of the Fund. Our client appreciates the proactive and constructive way in which this issue has been raised, and we welcome that discussion.

You will appreciate that, with the recent entry of the Recognition Order by the Bankruptcy Court on July 30, 2026, the Officeholders' current focus is primarily on understanding the commercial position of the Fund and its investments. Prior to the Recognition Order that task had been considerably more challenging. That is not to diminish the importance of the points you have raised, which the Officeholders agree are important, but rather to explain any short delays in our responses.

For present purposes, our client's position is as follows:

1 While we believe you may already have an understanding of this, no attorneys should be taking instructions on behalf of the Fund from anybody other than the Officeholders.

2 The Officeholders agree that it is not appropriate that either your firm or any other firm currently or previously engaged by the Fund (including Walkers in the Cayman Islands) continue to represent the Fund in connection with the Chapter 11 proceedings, any proceedings in the Cayman Islands, or in connection with the broader historical dispute between the Rigmora LPs and the Fund. Any such ongoing engagements are hereby terminated.

3 The Officeholders will be instructing our firm to act as their attorneys in Delaware and the Eldridge Legal Firm to act as their attorneys in the Cayman Islands to file the necessary papers with the relevant courts in those jurisdictions to confirm that change of counsel and as I mentioned on our call, we are happy to work with you on the proper form of doing so, including filing joint substitution of counsel papers.



4 Our client accepts that the Syntimmune litigation is of a different character, being proceedings against a third party unconnected to the dispute with the Rigmora LPs. Our client understands that your firm is currently dealing only with narrow issues in relation to the final judgment, and that there are no pressing deadlines. For present purposes the Officeholders are happy for your firm to continue to represent the Fund in connection with this litigation, subject to the Officeholders' further discussions with the shareholder representative committee. For the avoidance of doubt, any advice given to or instructions sought from Fund must be given to or come from the Officeholders (and that must not be shared with any other clients of your firm).

5 As we discussed, it is not clear to the Officeholders whether your firm will continue to act for any parties in the Chapter 11 Cases. We would be grateful if your firm could please identify the clients for which it does continue to act in connection with this matter. We understand that may include the non-Fund debtors in the Bankruptcy Court proceedings and would appreciate having clarity around this point.

6 We understand that your firm, along with Walkers, continues to represent the GP in its personal capacity in connection with the Cayman Islands winding up petition. We do not currently know whether that petition is anticipated to remain alive, including in light of the Recognition Order, which you indicated today that your client does not intend to appeal. While our client takes no position as to whether the balance of the trial should proceed, the answer to that question is of interest to the Officeholders, including for the reasons mentioned in your letter. However, since you indicated your client is not going to appeal the Recognition Order, that may have an impact on how things move forward in the Cayman Islands. We are hopeful that with the recognition of the Cayman Court's order and the decision not to appeal, that we can also prevail upon Rigmora to stand down on any further Cayman proceedings as well (except that the Officeholders may need to take necessary and proper action before the Officeholders to pursue in the course of its duties before that Court).

6.1 Insofar as that phase of the Cayman Islands petition does continue, it is entirely a matter for the GP as to whether and/or how it wishes to defend those proceedings. It was made clear by Mr Justice Asif at the hearing on 29 July 2026 that the GP would be acting only in its personal capacity in that case.

6.2 However, insofar as the GP were to seek indemnification of those costs going forward, the Officeholders would likely not accept that these costs would be payable by the Fund under the indemnification provisions of the Fund's LPA. I understand from the Eldridge Firm that this is only because incurring these costs with a view to seeking indemnification from the Fund would not be something which the GP acting in good faith could reasonably believe to be in, or not be opposed to, the best interests of the Fund.

6.3 It is also unclear to us what economic interest the GP itself has in any further defense of that petition. As we understand the position, the GP's role was one of control rather than economics, and the GP's sole economic interest in the Fund is a right to receive nominal payment of US$500 annually (although please let us know if you believe that is incorrect). We accept this is a matter for the GP, the other parties, and the Grand Court. However, this could raise further issues in the event indemnification was later sought from the Fund.



The Officeholders would welcome a further constructive dialogue with you as to the matters above. All our client's rights remain reserved. I again want to thank you for the constructive discussions on many of these issues as we transition into the new role for both our clients. I believe we have covered the issues in your letter either in this response or in our call today; but if you continue to have concerns regarding any issues, please do let me know and we can discuss those items further.

Sincerely yours,



R. Craig Martin
Partner

Cc:

EXHIBIT F

DLA Piper LLP (US)
1201 North Market Street
Suite 2100
Wilmington, Delaware 19801-1147
www.dlapiper.com

R. Craig Martin
craig.martin@us.dlapiper.com
T 302.468.5655
F 302.778.7834

August 21, 2026

Eric Winston
Partner
Quinn Emanuel Urquhart & Sullivan LLP
865 South Figueroa Street, 10th Floor
Los Angeles, CA
90017-2543

Re: *In re Apple Tree Life Sciences, Inc*., et al., Case No. 25-12177, pending in the United States Bankruptcy Court for the District of Delaware

Dear Eric:

I write in response to your August 14, 2026 letter as proposed counsel to the Alexander Lawson and Barry Lynch, in their capacity as joint officeholders appointed on July 10, 2026, by the Grand Court of the Cayman Islands to act in the stead of and to the exclusion of ATP III GP Ltd as general partner of ATP Life Science Ventures, L.P. *See* D.I. 926, Ex. B. On July 29, 2026, the Delaware Bankruptcy Court entered its *Order Recognizing Officeholders* [D.I. 1000]. In this Recognition Order, the Bankruptcy Court ordered that,

> The Officeholders are making decisions for the Partnership, which is a debtor and debtor-in-possession under chapter 11 of the title 11 of the United States Bankruptcy Code. To the extent the Officeholders choose to exercise the general power and authority conferred in Paragraph 4 of the Appointment Order or the specific power enumerated in Paragraph 5 of the Appointment Order, the Officeholders must exercise such authority and powers consistent with the Partnership's obligations as a debtor and debtor-in-possession and consistent with and subject to the dictates of the United States Bankruptcy Code.

This Recognition Order (in combination with the Appointment Order) makes clear that the General Partner has no further role or powers with respect to the Partnership whether under the LPA or otherwise. The assertion in your letter that "[a]t the July 29 hearing in the Cayman proceeding, the Officeholders' Cayman counsel stated that the Officeholders exercise all contractual rights of the General Partner under the Limited Partnership Agreement" is not correct. The relevant passage of the transcript of that hearing is as follows (in reference to an email from you to me on July 22, 2026, and with emphasis added):

> JAMES ELDRIDGE: This is coming from Mr. Winston of Quinn to [Craig] Martin, our Delaware counsel. We heard-- on the second paragraph, 'We heard from the judge today a preliminary view that the officeholders may be acting in the name of the GP in Section 2 of the LPA . We assume that the judge is-- if we assume that is the judge's ultimate conclusion, what other sections of the LPA that refer to the GP will also be implicated, if less than all? How does that work as a matter of contract?'



> Now, we don't accept that that was the judge's preliminary view at all. But, leaving that to one side, most Cayman lawyers reading this would recoil. That's not. That question--
>
> JUSTICE ASIF: ***Any contractual rights are overridden by the court's order***.
>
> JAMES ELDRIDGE: Exactly. LPAs don't exist in a vacuum. . . . It's akin to saying, it's not identical, but it's akin to saying, "Well, I know you made a winding-up order, but what about the [Articles]?"

In other words, approaching the issue of the role and powers of the Officeholders by reference to where in the LPA "General Partner" is replaced by "the Officeholders" is not a helpful or fitting construct as the Appointment Order as Recognized specifically provides the General Partner has no further role and must cooperate with the Officeholders.

The Officeholders act in the stead of the General Partner and to the exclusion of the General Partner in relation to all matters concerning the Partnership. We therefore do not believe the General Partner should have any concern of being "accused of failing to perform under the LPA" since the date of the Recognition Order, as it has no powers to conduct the affairs of the Partnership under the LPA or otherwise. That said, the Officeholders appreciate that the General Partner may claim to still have certain rights to be indemnified from the Partnership's property under LPA. However, the extent to which those rights/claims are valid and applicable under the terms of the LPA is a separate topic.[1]

Finally, while it may become moot, the GP is entitled to defend the Cayman winding up proceeding in its personal capacity under the Appointment Order.[2]

Please also note that the Officeholders do not consent to or waive any conflict of interest between the General Partner, ATLS, and any Debtor Portfolio Company and the Partnership. Thus, your firm cannot take any actions, applications, or other steps on behalf of the General Partner, ATLS or any other party that are adverse to the Partnership in those matters on which it acts for or has acted for the Partnership. This is especially so in light of the fact that the Officeholders have requested and believe your firm has accepted a role in continuing to act for the Partnership with respect to the Syntimmune litigation. We wanted to make this point clear to ensure there is no confusion going forward, including with respect to the upcoming hearing on August 25, 2026. Finally in this respect, as your letter indicates that your firm intends to continue acting for the General Partner and ATLS, we would be grateful if you would identify

---

[1] As you may be aware, in a November 6, 2025 Directions Order, the Cayman Court determined that the Cayman litigation was to be treated as an *inter partes* proceeding between the petitioning limited partners and the General Partner, and not the Partnership.

[2] However, see the point above regarding indemnification of the General Partner's legal fees.

what steps, if any, your firm has taken to protect the Partnership's confidential information (e.g. information barriers). Please also note that to the extent your firm believes it is acting for ATLS, that is subject to change and is being evaluated by the Officeholders.

The second point you raise, admonishing the Officeholders to comply with the Bankruptcy Code, is addressed by the Recognition Order, with which Order the Officeholders intend to comply, while they also intend to comply with the Orders and laws of the Cayman Islands.

The first point you raise will be the last I will cover, which is that your letter assumes that the Officeholders did not speak with the Portfolio Companies regarding their approach to the Funding Supplement they filed. This is a flawed assumption, the Officeholders spoke with all fifteen Portfolio Companies, prepared detailed analysis of the funds on hand, and in their business judgement have elected to impose fiscal discipline to ensure the funds on hand are available to fund operations of the Debtor Portfolio Companies through an exit from Chapter 11. This work is already showing benefits as many of the Debtor Portfolio Companies are obtaining the needed certainty around cash availability and the planning for it based on the Officeholders Phased Funding approach. Additionally, after filing the Third Funding Motion Supplement, the Officeholders and Mr. Manderino had separate sessions with the Debtor Portfolio Companies to address the funding issues. And we will continue to discuss these issues with Murphy & King, who is acting as counsel to the Portfolio Companies on these issues.

We appreciate your professionalism and assistance in assisting us and the Officeholders transitioning into their new role and we appreciate that your firm has been deeply involved in the Debtors' chapter 11 cases and that a transition of this nature can be difficult. Hopefully, this letter helps clarify their view on these issues you raised. If not, please let me know and we can speak further by phone.

Sincerely,

R. Craig Martin
Partner

Cc: Justin Alberto
Patrick Reilly
L. Katherine Good
Harry Murphy
Andrew Lizotte

EXHIBIT G

[redacted]

From: Martin, Craig <craig.martin@us.dlapiper.com>
Sent: Friday, September 4, 2026 6:49 PM
To: Patty Tomasco
Cc: Andrew Berdon; Justin Alberto; Harry B. Murphy; Eric Winston; L. Katherine Good; Andrew G. Lizotte; Patrick Reilley; Juell, Gregory; Eulmessekian, Shant; Schechtman, Caryn G.
Subject: RE: ATP - Follow up

Dear Patty,

I write to respond to your two emails today and ask you to consider the following points, which I state directly since you indicated you are on vacation and thus sent a truncated message; I am doing the same for your benefit. As such, I urge you to reconsider the positions you are taking for the following reasons:

1. You do not have the right or power to instruct (either directly or thorough me) the Officeholders. As such, while I have informed the Officeholders of your 4:53 p.m. email to "stop contacting the IT staff while we work out an escrow." Please note that it is of no force or effect and has been ignored.

2. We reject the notion that the server image should be taken by Kroll or any other third party. A&M will be taking that image. Paragraph 5(e) of the Cayman Appointment Order empowers the Officeholders to collect "as agents of the Partnership and/or ATP III GP Ltd. copies of the Partnership's books and records" for the purpose specified in that subparagraph. Additionally, Paragraph 6(d) of this appointment order states that APT III GP Ltd. and its directors shall assist the officeholders in discharging their functions, including, but not limited to "providing all such documents, information and assistance as the officeholders may request." In recognizing that the Officeholders are now making the decisions for the Partnership, the general power in the recited paragraph 5, the Offices must do so consistent with the Partnership's obligations as a debtor and debtor in possession and consistent with the Bankruptcy Code. It is right and proper and consistent with the Bankruptcy Code for the Fund to ensure it has a copy of the historic records to permit it to administer the Fund and its assets in its chapter 11 process.

3. Notwithstanding these points and without waiving any rights, we listened to Andrew's position regarding the privilege issues and provided a sensible and reasonable mechanism to address them by proposing that once the server image is taken, no one would access that image during the proposed time period. This was to allow us to have continued discussion with Andrew to address the concerns he stated around privilege. I simply do not see how new management's access to the Fund's documents could be construed as a waiver of privilege, especially in a situation where we have offered to work to ensure that privilege is respected, if appropriate. We remain committed to doing that; however, as noted, the Officeholders are not going to allow a third party to image the server, and they are not taking direction from Quinn Emanuel.

4. Finally, it continues to remain unclear on whose behalf Quinn Emanuel is taking this position since it no longer acts for the Fund or ATLS. If you are acting for ATP GP III, Ltd., it has no relevant ongoing powers here, and in any event the existing court orders require ATP GP III, Ltd. to turnover the documents and cooperate as noted above.

5. Our accommodation of the privileged issue raised by Andrew should be seen as a courtesy and not as a waiver of any rights as we reserve our rights regarding the ability to have full access to all books and records. The Officeholders have stated the even remain willing to extend that accommodation should it be appropriate. Perhaps the best course at this point is for Quinn Emanuel to set out in writing the basis of your client's privilege provision with reference to the Court of Chancery rulings or any other privilege issue it wishes to raise. That will then be duly considered by the Officeholders, and we can engage in a discussion over the issues.

6. Should ATP GP III, Ltd. desire to take a position adverse to the Fund on this point, please let us know the firm that it will use to address these issue that is not a current or former law firm to the Fund and we will be happy to take this up with that counsel.

Sincerely,

R. Craig Martin
Partner

T +1 302 468 5655
F +1 302 778 7834
M +1 267 975 7962
craig.martin@us.dlapiper.com

DLA Piper LLP (US)
dlapiper.com

EXHIBIT H

Alvarez & Marsal Cayman Islands Limited
2nd Floor, Flagship building
142 Seafarers Way
PO Box 2507
George Town
Grand Cayman KY1-1104
Cayman Islands
Phone: +1 345 745 6700

Quinn Emanuel Urquhart & Sullivan, LLP
295 5th Avenue, 9th Floor
New York, New York 10016
United States of America

13 October 2026

Dear Counsel,

Quinn Emanuel Urquhart & Sullivan, LLP ("QE") – August 2026 Fee Statement

I write on behalf of ATP Life Science Ventures L.P. (the "**Fund**"), a debtor and debtor-in-possession in Case No. 25-12177 (LSS) (the "**Chapter 11 Cases**").

As you are aware, Mr Barry Lynch and I (the "**Officeholders**") have been appointed by the Grand Court of the Cayman Islands to act in the stead of the Fund's general partner (the "**GP**")[1], and that appointment has been recognised by the United States Bankruptcy Court (the "**Bankruptcy Court**"). As such, the Officeholders now control the Fund.

I am writing in respect of QE's fee statement for August 2026 (293.6 hours; US$485,215 as billed).

The Officeholders have concerns about a number of the entries, which appear to record work for persons and entities other than the Fund. As fiduciaries responsible for the Fund's resources, among other things, we are required to act in a way which we believe is in the best interests of the Fund and its economic stakeholders. That includes ensuring that the Fund's resources are applied for its benefit, and assessing the professional fees which the Fund is asked to bear.

We would prefer to resolve these matters consensually, and this letter sets out what we ask of QE in order that we can do so. If no consensual agreement is reached by the date requested below, the Officeholders will file a limited objection and reservation of rights in respect of QE's August 2026 fee statement.

We understand that, historically, the Fund met the legal fees of the Debtors[2] generally. Now that the Officeholders control the Fund and are responsible for its resources, it is no longer appropriate for the Fund to meet the legal fees of the Debtors. While the Chapter 11 Cases are jointly administered for procedural purposes only, each Debtor remains a separate estate. As a result, fees and expenses should be allocated to, and borne by, the Debtor for whose benefit the work was done. In that regard, the Officeholders reserve all of the Fund's rights as to the basis on which fees were previously paid,

[1] The GP being an entity controlled by Dr Seth Harrison ("Dr Harrison"), such that both the purpose and the function of those orders was that Dr Harrison no longer controls the Fund.
[2] The debtors in the Chapter 11 Cases (together, the "**Debtors**") are: Apple Tree Life Sciences, Inc. ("**ATLS**"); ATP Life Science Ventures, L.P. (the "**Fund**"); ATP III GP, Ltd. (the "**GP**"); Apertor Pharmaceuticals, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Red Queen Therapeutics, Inc.; Evercrisp Biosciences, Inc.; and Nine Square Therapeutics, Inc. (together, the "**Portfolio Company Debtors**")

including any amounts already paid by the Fund for the benefit of other Debtors or of persons who are not Debtors.

Dr Harrison is not a Debtor. A number of the August entries nonetheless record advice to, and coordination with, Dr Harrison personally, and advice to the GP on matters which appear to us to concern his position rather than that of the Fund. Part 1 of Annex A sets out the relevant entries. We do not see why the Fund should bear those fees. In our view the personal legal fees of Dr Harrison, and those of the GP incurred for its benefit, need to be settled by Dr Harrison and/or the GP directly.

Part 2 of Annex A sets out work on the plan, the disclosure statement and the governance of the portfolio companies. Much of that work appears to us to have been advice to the Portfolio Company Debtors (or, in some cases, to ATLS or the GP) and not to the Fund. To that extent, it is for those Debtors to bear those costs, not the Fund.

For completeness, we would add the following:

i. The Officeholders have been appointed in the stead of the GP. It is not apparent to us what interest of the GP (as distinct from Dr Harrison) required advice at the level recorded in August, or on whose instructions that advice was sought.

ii. Mr Barry Lynch and I were appointed as directors of Apple Tree Life Sciences, Inc. ("**ATLS**") on 24 August 2026. The August entries after that date do not, so far as we can see, record any advice to either of us as directors. We would expect advice given to the ATLS board to have been given to all directors on equal terms. If QE contends that the advice was given to ATLS, we ask that it say so, identify who instructed it, and provide the advice to all directors. Absent that confirmation, we will proceed on the basis that the advice was given to Dr Harrison personally, and is not chargeable to ATLS or the Fund.

iii. We also find it difficult to reconcile some of the August entries included in Annex A with the fact that the Fund remains a current client of QE. We make no further comment on that point at this stage, and all of our rights in that regard are reserved.

In light of the above, we would request that QE, by **10:00 a.m. (ET) on Thursday, 15 October 2026**:

a) provide a Debtor-by-Debtor allocation of every August time entry, identifying whether the work was done for the Fund, the GP, ATLS, another Debtor, a non-debtor, or Dr Harrison personally;

b) reallocate to the appropriate party, the amounts in Annex A relating to (i) advice provided to Dr Harrison personally, or to the GP for Dr Harrison's benefit, which are to be settled by them directly, and (ii) work done for the Portfolio Company Debtors, ATLS or any other Debtor, which are to be allocated to, and borne by, the Debtor for whose benefit the work was done; and

c) confirm that the 10% discount on all fees which QE agreed for the life of the engagement (D.I. 132, para 14) has been applied to the August 2026 fee statement.

If these points are not resolved by that time, the Officeholders will file a limited objection and reservation of rights by the 15 October 2026 deadline. If QE would prefer that the Officeholders do not file by that deadline, QE may agree in writing, before 10:00 a.m. (ET) on 15 October 2026, to extend the Officeholders' time to object to the August 2026 fee statement to 22 October 2026, so that the issues raised in this letter can be addressed.

Nothing in this letter is a waiver of any right, claim or remedy of the Fund, all of which are reserved, including as to this and all other fee statements and applications and as to the allocation of any amounts already paid.

Yours sincerely



Alexander Lawson
For and on behalf of ATP Life Science Ventures L.P.

Annex A – Part 1: August 2026 entries referring to Dr Harrison, Seth or the GP

Date	TK	Entry (verbatim)	Amount[3]
1 Aug	PT	"Prepare for (0.3) and participate in ATP plan structure call with S. Harrison, A. Berdon, T. Pohl (0.6)."	US$1,809
2 Aug	PT	"Prepare for (0.6) and participate in ATP strategy call and Debtors' plan options with S. Harrison, A. Berdon, E. Winston (0.7)."	US$2,613
3 Aug	PT	"Prepare for (0.2) and participate in call with S. Harrison, A. Berdon, E. Winston regarding plan strategy (0.6); […]"	US$5,829
4 Aug	AMB	"Call with Seth Harrison (0.5); analyze Amendment 22 of LPA (0.3); Prepare for diligence call with Alvarez & Marsal regarding Syntimmune litigation. (2.0)."	US$5,964
6 Aug	AMB	"On behalf of GP Debtor, teleconference with WLRK and Clients to identify (1) significant legal issues surrounding the potential distribution of Braeburn shares to Rigmora, and (2) issues that may be relevant to a purchase or sale of Braeburn shares by a party other than Rigmora."	US$4,260
6 Aug	PT	"Prepare for (.3) and participate in ATP-QE-WLRK Call with M. Ye, A. Berdon, S. Harrison, E. Winston, M. Gordon regarding potential plan structure and strategy (.8)."	US$2,211
8 Aug	PT	"Email correspondence with S. Harrison regarding plan strategy (.4)."	US$804
9 Aug	PT	"Prepare for (.2) and participate in call with S. Harrison, A. Berdon, E. Winston regarding responding to office holder inquiries regarding plan structure issues and documents (.9); […]"	US$2,814
10 Aug	PT	"Prepare for (0.1) and participate in Preparatory Zoom for Alvarez & Marsal call with S. Harrison, D. Finkelman, S. White, R. Epstein, A. Berdon, E. Winston, M. Gordon, M. Ye, M. Boterashvili, R. Moseley (0.4); prepare for (0.2) and participate in ATP discussion call with S. Harrison, A. Lawson, B. Lynch, K. Dennison, C. Martin, A. Berdon, E. Winston, D. Finkelman (0.7)."	US$2,814
10 Aug	RE	"[…] teleconference with Cayman counsel, Wachtell, S. Harrison, D. Finkelman re. Preparation for Alvarez & Marsal update call (2.0)."	US$4,427.50
10 Aug	RH9	"[…] draft letter response in support of insurance claim for GP (5.5)."	US$6,720
11 Aug	PT	"Telephone conference with S. Harrison, T. Pohl, A. Berdon regarding portfolio boards and plan structure approvals (0.7)."	US$1,407
13 Aug	PT	"Prepare for (0.3) and participate in conference call with S. Harrison, E. Winston, A. Berdon, P. Mandarino, J. Yanchik regarding office holders opposition to funding motion and strategy for supporting funding (0.8); […]"	US$5,025
18 Aug	AMB	"Teleconference with ATP GP board (1.5); follow up conversation with Ms. Tomasco, Mr. Winston; and Dr. Harrison regarding GP response to Office Holder supplement and proposed schedule. (1.0)."	US$5,325
18 Aug	PT	"Prepare for (0.4) and participate in ATP plan strategy call with S. Harrison, T. Pohl, E. Winston, A. Berdon, N. Goldman, P. Basta, D. Finkelman, J. Yanchik (0.8)."	US$2,412
21 Aug	AMB	"Teleconferences regarding settlement of third funding order, including discussions with Murphy & King (0.7) and Dr. Harrison (0.5)."	US$2,556
22 Aug	EDW	"Exchange e-mails with S. Harrison regarding discussions with Officeholders."	US$625.50

[3] Amounts are the full value of each time entry. Many of the entries are block-billed, i.e. several tasks are recorded in a single entry with a single time and amount, so the amount shown includes time that does not relate to Dr Harrison, Seth or the GP. The amounts, and the total, are therefore upper bounds.

Date	TK	Entry (verbatim)	Amount[3]
24 Aug	AMB	"Prepare for hearing (3.0); confer with Dr. Harrison (2.2); meeting with A. Lizotte and co-counsel regarding hearing (0.5)."	US$12,141
27 Aug	EDW	"Telephone conference with S. Harrison regarding the meeting with Alvarez & Marsal (0.5); draft e-mail to Quinn Emanuel team regarding ATLS document retention (0.3)."	US$1,668
27 Aug	PT	"Prepare for and participate in call with S. Harrison regarding server turnover and protocol for officeholders (.5)."	US$1,005
27 Aug	PT	"Prepare for (.1) and participate in call with E. Winston, S. Harrison regarding plan structure (.2)."	US$603
28 Aug	PT	"Research regarding privilege issues implicated by demand for ATLS server (.9); correspond with A. Berdon and S. Harrison regarding issues raised (.3)."	US$2,412
31 Aug	AMB	"Discussion with counsel for office holders; (1.0); teleconference with Wachtell to discuss GP strategy (1.0); teleconference with Mr. Winston and Ms. Tomasco re same (0.8); teleconference with Mr. Stamer (0.3); teleconference with Mr. Basta (0.3)."	US$7,242
31 Aug	PT	"Email correspondence with S. Harrison regarding meetings with officeholders (.3); […] email correspondence with S. Harrison regarding portco boards going forward (.4); […]"	US$3,819
		Total (24 entries)	**US$86,506**

"[…]" indicates text omitted from a longer entry.

Annex A - Part 2: Related plan, governance, ATLS and insurance work

Date	TK	Entry (verbatim)	Amount
1 Aug	EDW	"Participate on call re Portco debtor plan options."	US$1,251
2 Aug	EDW	"Participate on call re Portco debtor plan options."	US$1,459.50
3 Aug	AJ4	"Email correspondence with B. Riley Team regarding SPAs (0.8); update the disclosure statement based on recent developments (2.6); correspond with R. Harrington in connection with the same (0.1); review and analyze correspondence regarding changes to the plan (0.2)."	US$5,531.50
3 Aug	BR4	"Email exchange with Quinn Emanuel team and Unsecured Creditors' Committee's team regarding plan (1.2); call with A. Jaquet regarding same (0.3)."	US$2,242.50
4 Aug	AJ4	"Revise the draft disclosure statement."	US$8,073
6 Aug	AJ4	"Revise the disclosure statement to reflect case's developments and format edits (0.6)."	US$897
11 Aug	AMB	"Attend Board call (1.5)."	US$3,195
11 Aug	AMB	"Work on potential strategies for advancing Chapter 11 cases into plan of reorganization (2.0); study standing of portfolio company boards and independent director(s) to advance plans of reorganization. (2.3)."	US$9,159
16 Aug	RH9	"Revise letter to insurer regarding insurance claim (1.6)."	US$1,920
17 Aug	AMB	"Analyze CIFIUS and KYC issues in plan of restructuring. (2.6)."	US$5,538
17 Aug	RH9	"Revise letter to insurer regarding insurance claim (.5)."	US$600
19 Aug	EDW	"Telephone conference with (0.2) and exchange e-mails with Quinn Emanuel team regarding representing ATLS (0.1)."	US$625.50
21 Aug	BF7	"Revise letter to Houston Casualty Company (0.2)."	US$181

Date	TK	Entry (verbatim)	Amount
24 Aug	RH9	"Revise letter to insurer (.4)."	US$480
		Subtotal – Part 2 (14 entries)	**US$41,153**
		Total – Parts 1 and 2 (38 entries)	**US$127,659**

The total of Parts 1 and 2 (US$127,659) represents 26.3% of the US$485,215 billed for August 2026.

"[…]" indicates text omitted from a longer entry.

EXHIBIT I



October 19, 2026

Via E-Mail

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212 506 5000
orrick.com

David Litterine-Kaufman

E dlitterinekaufman@orrick.com
D +1 212 506 3540
F +1 212 506 5151

Andrew M. Berdon, Esq.
Patricia B. Tomasco, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
295 5th Avenue, 9th Floor
New York, New York 10016

Eric D. Winston, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017

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

Dear Counsel:

We have been engaged to represent debtor ATP Life Science Ventures, L.P. (the "**Fund**"), acting through its court-recognized Officeholders, Alexander Lawson and Barry Lynch. We write about a conflict that Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**," "**you**," or "**your firm**") must resolve now.

On October 13, 2026, your firm filed an objection (the "**Objection**") on behalf of seven Portfolio Debtors (as defined in the Objection) to the Fund's motion to confirm its portfolio-company governance rights. [Dkt. 1209; Dkt. 1188.] We understand that you also plan to oppose the Fund's motion at the hearing before the U.S. Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

As you know, on August 10, 2026, DLA Piper LLP (US) ("**DLA**") informed you by letter that "it is not appropriate that . . . your firm . . . continue to represent the Fund in connection with the Chapter 11 proceedings" and "[a]ny such ongoing engagements are hereby terminated." Under Model Rule of Professional Conduct 1.9 ("**Rule 1.9**"),[1] your firm "shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the [Fund] unless the [Fund] gives informed consent, confirmed in writing." *See also* Model Rule of Prof'l Conduct 1.9(a), cmt. [1] (recognizing

[1] Local Rule 9010-f provides that attorneys authorized to practice before the Bankruptcy Court "shall also be governed by the Model Rules of Professional Conduct of the American Bar Association." Del. L.R. 9010-1(f). The Bankruptcy Court therefore applies the Model Rules in evaluating attorney conduct. *See Miller v. Sun Cap. Partners, Inc. (In re IH 1, Inc.)*, 441 B.R. 742, 745 (Bankr. D. Del. 2011) (applying Model Rule of Professional Conduct 1.9).

continuing duties concerning confidentiality and conflicts after termination); *In re Corn Derivatives Antitrust Litig.*, 748 F.2d 157, 161 (3d Cir. 1984) ("The duty of loyalty does not always detach when the representation ends" and prohibits abandoning a client to take an adverse position in the same case).[2]

Your firm represented the Fund in these very cases. It now opposes the Fund's exercise of its governance rights in these same cases, and apparently intends to prosecute that objection against the Fund at today's hearing. It is hard to imagine a clearer example of a disabling conflict. *See In re Pittsburgh Corning Corp.*, 308 B.R. 716, 730 (Bankr. W.D. Pa. 2004) (holding that counsel "cannot represent both sides in what amounts to the same dispute").

The conflict extends beyond the Objection to any other aspect of these chapter 11 proceedings in which the Portfolio Debtors are, or may become, adverse to the Fund, such as plan structure and negotiations, financing, funding, intercompany obligations, and professional-fee allocation. *See Pittsburgh Corning*, 308 B.R. at 727 (finding "an actual conflict" and a future-conflict risk "so great as to be a near certainty" where counsel represented its former client's adversaries in the same matter). The Fund has not consented to Quinn Emanuel taking positions adverse to it and your firm cannot represent the Portfolio Debtors against the Fund in these matters. As you know, representatives of the Fund have informed you of this multiple times before today. *See* Sep. 4, 2026 Email from R. Craig Martin to Patty Tomasco, ¶ 6 (insisting that ATP GP III, Ltd. retain other counsel before taking a position adverse to the Fund); Dkt. 1217 ¶ 19 ("The Fund Debtor has not consented to Quinn Emanuel taking any position adverse to the Fund Debtor.").

Your firm has no basis for representing other clients adverse to the Fund in the very matter in which you also represented the Fund. The Bankruptcy Court's order approving Quinn Emanuel's retention does not authorize this adverse representation because section 327(a) does not permit counsel to represent conflicting estate interests once an actual conflict arises. *See In re BH & P, Inc.*, 949 F.2d 1300, 1315-17 (3d Cir. 1991) (affirming disqualification of counsel representing related estates with conflicting interdebtor claims). Nor does the advance waiver in

[2] We note that you have not filed a notice of withdrawal as the Fund's section 327(a) counsel in the chapter 11 proceedings. To the extent you believe that you continue to represent the Fund in those proceedings, your firm's adverse appearance and prosecution of the Objection on behalf of the Portfolio Debtors is an equally, if not more, serious conflict. Under Model Rule of Professional Conduct 1.7 ("**Rule 1.7**"), your firm "shall not represent a client if . . . the representation of one client will be directly adverse to" the Fund, absent, among other things, the Fund's informed consent confirmed in writing. *See In re Congoleum Corp.*, 426 F.3d 675, 687-92 (3d Cir. 2005) (applying Rule 1.7 and section 327(a) to estate professionals and holding that counsel's actual concurrent conflict, without effective informed consent, barred its retention). Indeed, such a conflict would be disabling even if you had obtained client consent. *See* Model Rule of Prof'l Conduct 1.7, cmt. [23] (Am. Bar Ass'n) ("Paragraph (b)(3) prohibits representation of opposing parties in the same litigation, regardless of the clients' consent.").

orrick

your firm's engagement letter permit such adverse representation because it applies only to representations in "other matters," not the same proceedings. *See IH 1*, 441 B.R. at 747. (disqualifying counsel from representing defendants outside the scope of the former client's advance conflict waiver).

Please confirm immediately in writing that Quinn Emanuel:

1. will not present, argue, or otherwise advance the Objection at today's hearing or afterward;

2. will withdraw from representing the Portfolio Debtors in any matter in which their interests are adverse to the Fund's or likely to become adverse to the Fund's;

3. will not use or disclose the Fund's confidential information for the benefit of the Portfolio Debtors or anyone else;

4. will not advise or assist, formally or informally, any other party in taking positions adverse to the Fund in these chapter 11 cases;

5. will file a notice of withdrawal as section 327(a) counsel to the Fund in these chapter 11 cases; and

6. has notified, or will promptly notify, its professional liability insurers of the matters described in this letter.

Absent confirmation of the above, the Fund intends to raise these concerns with the Court and take other appropriate action as necessary.

Nothing in this letter waives any of the Fund's rights, claims, or remedies, including those arising from Quinn Emanuel's conduct to date, all of which are reserved.

Sincerely,

David Litterine-Kaufman

Cc: Harold B. Murphy, Esq. and Andrew G. Lizotte, Esq. (Murphy & King, P.C.)
R. Craig Martin, Esq. (DLA Piper LLP (US))
Alexander Lawson and Barry Lynch, Officeholders

EXHIBIT J



October 20, 2026

Via E-Mail

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212 506 5000
orrick.com

David Litterine-Kaufman

E dlitterinekaufman@orrick.com
D +1 212 506 3540
F +1 212 506 5151

Andrew M. Berdon, Esq.
Patricia B. Tomasco, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
295 5th Avenue, 9th Floor
New York, New York 10016

Eric D. Winston, Esq.
Quinn Emanuel Urquhart & Sullivan, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017

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

Dear Counsel:

We have not received a response to our October 19, 2026 letter concerning your firm's conflicts in the above-captioned cases. Please confirm in writing by 9:00 a.m. Eastern Time tomorrow that your firm will immediately take all steps necessary to withdraw from representing the following entities in these chapter 11 cases: Apertor Pharmaceuticals, Inc.; Evercrisp Biosciences, Inc.; Initial Therapeutics, Inc.; Marlinspike Therapeutics, Inc.; Nereid Therapeutics Incorporated; Nine Square Therapeutics, Inc.; Red Queen Therapeutics, Inc.; and ATP III GP, Ltd.

Please also confirm whether your firm currently represents any nondebtor portfolio companies of the Fund and, if so, identify each such entity and the scope of your representation.

If it is your position that your firm's work on behalf of the Fund does not present a disabling conflict for these representations, please provide your availability for a meet and confer teleconference tomorrow to explain your reasoning.

We renew all requests for confirmation set forth in our October 19 letter. All of the Fund's rights, claims, and remedies are reserved.

Sincerely,

David Litterine-Kaufman

Cc: R. Craig Martin, Esq. (DLA Piper LLP (US))
Alexander Lawson and Barry Lynch, Officeholders

EXHIBIT K

quinn emanuel trial lawyers | new york
295 5th Avenue, New York, New York 10016-7103 | TEL (212) 849-7000 FAX (212) 849-7100

October 23, 2026

David Litterine-Kaufman
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
dlitterinekaufman@orrick.com

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

Dear Counsel:

We write in response to your letters dated October 19, 2026 and October 20, 2026 in which you demand that Quinn Emanuel Urquhart & Sullivan LLP ("QEUS") withdraw from representing Apertor Pharmaceuticals, Inc., Evercrisp Biosciences, Inc., Initial Therapeutics, Inc., Marlinspike Therapeutics, Inc., Nereid Therapeutics Incorporated, Nine Square Therapeutics, Inc., Red Queen Therapeutics, Inc. (collectively the "Portfolio Debtors") and ATP III GP, Ltd. (the "GP Debtor").

In your October 19 letters, you assert that QEUS may not represent the Portfolio Company Debtors or the GP Debtor because of a conflict arising out of our prior representation of ATP Life Science Ventures, L.P. ("Fund Debtor"). In your October 21, 2026 e-mail, you indicated the matter must be resolved prior to the November 10, 2026 hearing. Your e-mail made no mention of any other matter even though there is a pending October 30, 2026 appellate deadline where all Debtors must make filings in support of one another, which means that compliance with your demands would cause material prejudice to the rights and interests of all of the Debtors.

As you know, what precipitated your letter campaign is the fact that Messrs. Lawson and Lynch (the "Officeholders") directed the filing of a motion seeking blanket authority to replace, without any court oversight, members of the boards of directors of nearly all portfolio companies, including the Portfolio Debtors. The motion asserted, we believe incorrectly, that the mere recognition of the Cayman Court's appointment of the Officeholders as "officeholders" overrode a prior clarification order that expressly required either consent of the GP Debtor or bankruptcy court before the removal of any senior executive or director of the portfolio companies. That prior order, which was entered prior to the appointment of the Officeholders by the Cayman Court, was agreed to ***by the Fund Debtor for the benefit of the Portfolio Debtors and GP Debtor***. Thus, there was no adversity at all between the Fund Debtor and the Portfolio Debtors and GP Debtor in enforcing

the clarification order; it was only the Officeholders that were seeking to materially affect parties' rights. Indeed, the Officeholders must concede this because, after the Portfolio Debtors filed their objection, the Officeholders directed a reply that abandons the argument that the recognition order supersedes the clarification order, even though the requested relief has not changed.

Your letters, however, further omit the underlying facts and relevant law. Even a cursory review of those facts and law, which you should have engaged in, demonstrates that QEUS can continue to represent the Portfolio Company Debtors and the GP Debtor in these chapter 11 cases because there is no adversity on substantially related matters but where there is current adversity, it is only for unrelated matters.

For starters, the Court has approved QEUS' employment, authorizing it to act as counsel for all the Debtors, including the Portfolio Debtors and the GP Debtor, over the objection of the equity security holders who have taken adverse positions to the Fund Debtor but are directly responsible for the appointment of your clients. Docket No. 623. And the Portfolio Debtors have not terminated QEUS' employment. You have not cited any authority allowing you to unilaterally override the Court's order or the Portfolio Companies' decision to retain counsel. Moreover, to date, neither your firm nor DLA Piper have sent us a stipulation to amend the retention order, as was the case with B. Riley when the Officeholders decided it was "beneficial" to remove the Chief Restructuring Officer ("CRO") of the Fund Debtor while expressly permitting the same person to serve as CRO for the Portfolio Debtors – our clients.

Moving on to Model Rule of Professional Conduct 1.9 ("Model Rule"),[1] you omit the very parts of the Model Rules that contradict your position. Model Rule 1.9(a) states that a "[a] lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing." The official commentary to Model Rule 1.9(a), which you omit, states that the "[t]he scope of a 'matter' for purposes of this Rule depends on the facts of a particular situation or transaction," and the "underlying question is whether the lawyer was so involved in the matter that the subsequent representation can be justly regarded as a changing of sides in the matter in question." Comment [2] to Model Rule of Professional Conduct 1.9(a). The official commentary further states that matters are only "substantially related" if "they involve the same transaction or legal dispute or if there otherwise is a substantial risk that confidential factual information as would normally have been obtained in the prior representation would materially advance the client's position in the subsequent matter," and that "[i]n the case of an organizational client, general knowledge of the client's policies and practices ordinarily will not preclude a subsequent representation."

[1] Model Rule 1.9 is substantially similar to Delaware Lawyers' Rules of Professional Conduct ("Delaware Rules") 1.9.

October 23, 2026

It is your burden to apply these standards to the facts, which you have not done. *Regalo Int'l, LLC v. Munchkin, Inc.*, 211 F. Supp. 3d 682, 689 (D. Del. 2016) (party seeking disqualification bears burden of demonstrating relatedness of representations and the relevance of any confidences previously disclosed to counsel). That is because you cannot come close to meeting that standard.

Even assuming that the Fund Debtor remains the former client for purposes of Rule 1.9, the present dispute concerns the rights and governance of the Portfolio Debtors and the GP Debtor under the Clarification Order, not any matter in which QEUS previously represented the Fund Debtor. Nor did QEUS receive any confidential information during that prior representation that could materially advance the Portfolio Debtors' position in the current dispute, and your letter identifies none. Because there is neither a substantially related matter nor any identified confidential information at issue, Rule 1.9 provides no basis for disqualification.

As you well know, the Fund Debtor's current decisionmakers are the Officeholders, who QEUS has never represented and from whom it has never received confidential information. Your co-counsel is the counsel to the Officeholders.. *Briggs v. Aldi, Inc. (Kansas)*, 218 F. Supp. 2d 1260, 1268 (D. Kan. 2002) (denying motion to disqualify where the prior representation of a corporate entity did not involve the "same decisionmakers"). These two individuals are, as the Court put it, akin to directors of a corporation. That your co-counsel represents both the Fund Debtor and the Officeholders was the subject of inquiry by the Court as to whether that is even permissible, underscoring that the Officeholders are distinct from the Fund Debtor itself.

Moreover, you simply assert that QEUS previously represented the Fund Debtor in these chapter 11 cases, without any explanation of how that previous representation is related to the current posture of the chapter 11 cases after the appointment of the Officeholders, much less the current dispute, which has to do with interpretation of the Court's clarification order. QEUS could not have gained any confidential information from the Fund Debtor's current decisionmakers during its prior representation, because the Officeholders were not in place at that time.

Moreover, your letters are entirely inconsistent with the Officeholders' conduct. Over the last several months, their counsel has asked QEUS several times to consent to orders on behalf of the Portfolio Debtors and/or the GP Debtor. This has included two requests to extend the claims bar date for both the Fund Debtor and the Officeholders against other Debtors, which does create adversity. During that time, not once did the Officeholders suggest that QEUS was precluded from objecting to those orders.

When the Officeholders sought to undermine the Fund Debtor's third funding motion by imposing "drip" funding and over a significantly shortened period of time that potentially significantly damaged the value of the Portfolio Debtors, QEUS responded on behalf of the Portfolio Debtors and GP Debtor. We did not receive a letter from anyone indicating that was a disabling conflict and, in fact, the Officeholders ultimately compromised in a manner favorable to the Portfolio Debtors based on our involvement.

October 23, 2026

Likewise, when the Officeholders objected to the employment of Vernon Flynn on behalf of all Debtors, we responded and, as you no doubt know, the Court agreed with us that Mr. Flynn's work was properly done on behalf of ***all debtors***. ECF No. 1084. The Officeholders sent no letter seeking to disqualify us then.

Similarly, the Fund's counsel at DLA Piper consented to QEUS arguing on behalf of the GP Debtor before the Delaware Supreme Court, which is indisputably for the benefit of all Debtors, and has not been retracted. Your letter makes no mention of this and yet you would cause ***all debtors*** to bear meaningful risk of prejudice.

Further, your co-counsel specifically acknowledged QEUS continuing to represent the GP Debtor and the Portfolio Debtors in connection with two appeals that were taken against orders denying dismissal of these chapter 11 cases and authorizing the Fund Debtor to transfer funds to the Portfolio Debtors. The fact that the monthly fee statements filed earlier this week demonstrate no time has been incurred preparing appellate briefs, which were originally due August 28, 2026, suggests it was fully understood that our firm was supposed to handle these matters.[2]

The Officeholders' repeated recognition of QEUS' continued representation of the Portfolio Debtors and the GP Debtor, including requests that QEUS act on behalf of those entities and consent to orders affecting them, is inconsistent with their current position and further confirms that no disabling conflict exists.

It is clear that your letters are simply a tactical move to deprive the Portfolio Debtors of their preferred counsel solely because the Portfolio Debtors strongly disagree with the Officeholders' heavy-handed approach. With the October 23, 2026 letter of intent deadline, we'll know if any bidder is interested in acquiring the equity interests of a Portfolio Debtor. If any bidder demands as part of its letter of intent that the Officeholders first replace Board members before such bidder will proceed, that would be grounds for discussion and evaluation, exactly as envisioned by the clarification order and the Portfolio Debtors' objection.

Unfortunately, the Officeholders' recent conduct also raises significant concerns under the Model Rules and Delaware Rules. Specifically, after the Officeholders discharged Mr. Mandarino as CRO of the Fund, and while he was still the CRO of the Portfolio Debtors, the Officeholders (through counsel) procured a declaration from Mr. Mandarino without seeking permission from the Portfolio Debtors' counsel. This is even more so problematic because Mr. Mandarino had seen and commented on drafts of the Portfolio Debtors' objection to the Officeholders' motion. Not

[2] Your co-counsel has been specifically requested to confirm that the Fund Debtor will in fact defend these orders on appeal, but as of today there has been no written confirmation. To the extent that the Officeholders direct the Fund Debtor not to defend itself, that would create a disabling conflict for the Officeholders (and their professionals) and likely lead to a motion seeking the appointment of a chapter 11 trustee. Please explain why no response has been provided.

only does this conduct appear inconsistent with the ethical duties to refrain from communications with represented parties and Model Rule and Delaware Lawyers' Rules of Professional Conduct 4.2, but the Officeholders (again, through counsel) put Mr. Mandarino in a fiduciary conflict position vis-à-vis the Portfolio Debtors. The remedy for violation of Model Rule/Delaware Rule 4.2 is exclusion of evidence obtained in violation of the rule. Your letters and e-mail, surprisingly, make no mention of why the Officeholders (or their counsel) believed it was appropriate to seek Mr. Mandarino's testimony without either first seeking consent or without a subpoena.

At the last chambers conference, the Officeholders (through DLA Piper) agreed that rather than escalating disputes, they would work with QEUS to use the time between the next hearing and November 10 to discuss the situation and see if cooler heads might prevail. Your letters and e-mail directly contradict that agreement. Accordingly, absent withdrawal of your demands, we intend to inform the Court of all of these matters on October 28, 2026.

Very truly yours,

/s/ Andrew Berdon

Andrew M. Berdon