Fill in this information to identify the case:

Debtor ATP Life Science Ventures, L.P.

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

Case number 25-12178

Modified Official Form 410
Proof of Claim

04/25

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

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

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

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

Part 1: Identify the Claim

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

Apple Tree Venture Management, LLC

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

Other names the creditor used with the debtor _____

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

☑ No

☐ Yes. From whom? _____

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

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

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Apple Tree Venture Management, LLC Seth L. Harrison 157 West 57th, Apt 39F New York, NY 10019, USA	
Contact phone 16468339000	Contact phone _____
Contact email westsidesky@proton.me	Contact email _____

Uniform claim identifier (if you use one):

_____

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

☐ No

☑ Yes. Claim number on court claims registry (if known) 137 Filed on 07/07/2026 MM / DD / YYYY

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

☐ No

☑ Yes. Who made the earlier filing? Creditors attorney or authorized agent.

25121782607100000000000001

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

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

☑ No

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

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

☑ No

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

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

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

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

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

See addendum.

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

☑ No

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

Nature or property:

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

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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

Value of property: $_____

Amount of the claim that is secured: $_____

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

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

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

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

☑ No

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

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

☑ No

☐ Yes. Identify the property: _____

25121782607100000000000001

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

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

☑ No

☐ Yes. *Check all that apply:*

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

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

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

☑ No

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

$_____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 07/10/2026
MM / DD / YYYY

/s/Seth L. Harrison
Signature

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

Name: Seth L. Harrison
First name Middle name Last name

Title: Managing Member

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

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

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

Creditor:
Apple Tree Venture Management, LLC
Seth L. Harrison
157 West 57th, Apt 39F

New York, NY, 10019
USA
Phone:
16468339000
Phone 2:
Fax:
Email:
westsidesky@proton.me

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

Has Related Claim:
Yes
Related Claim Filed By:
Creditors attorney or authorized agent.

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
Yes - 137, 07/07/2026
Acquired Claim:
No

Basis of Claim:
See addendum.

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
Unliquidated

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

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

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

Submitted By:
Seth L. Harrison on 10-Jul-2026 9:46:47 a.m. Pacific Time
Title:
Managing Member
Company:

VN: 20FC2E59EF2B28DF0E06BAADF8C24F20

Your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/appletree.

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- ☐ Apple Tree Life Sciences, Inc. (Case No. 25-12177)
- ☑ ATP Life Science Ventures, L.P. (Case No. 25-12178)
- ☐ ATP III GP, Ltd. (Case No. 25-12179)
- ☐ Apertor Pharmaceuticals, Inc. (Case No. 25-12201)
- ☐ Initial Therapeutics, Inc. (Case No. 25-12202)
- ☐ Marlinspike Therapeutics, Inc. (Case No. 25-12203)
- ☐ Red Queen Therapeutics, Inc. (Case No. 25-12204)
- ☐ Evercrisp Biosciences, Inc. (Case No. 26-10000)
- ☐ Nine Square Therapeutics, Inc (Case No. 26-10001)
- ☐ Nereid Therapeutics Incorporated (Case No. 26-10048)

Modified Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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

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

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

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

Apple Tree Venture Management, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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

☑ No

☐ Yes. From whom? _____

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

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

Where should notices to the creditor be sent?

Seth L. Harrison
Name

157 West 57th, Apt 39F
Number Street

New York NY 10019
City State ZIP Code

USA
Country

Contact phone +1 646 833 9000

Contact email westsidesky@proton.me

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Country

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one):

_____

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

☐ No

☑ Yes. Claim number on court claims registry (if known) 137 Filed on 07/07/2026
MM / DD / YYYY

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

☑ No

☐ Yes. Who made the earlier filing? _____

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

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

☑ No

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

7. **How much is the claim?**

$ Unliquidated. **Does this amount include interest or other charges?**

☑ No

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

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

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

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

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

See addendum.

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

☑ No

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

Nature of property:

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

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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

Value of property: $_____

Amount of the claim that is secured: $_____

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

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

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

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

☑ No

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

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

☑ No

☐ Yes. Identify the property: _____

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

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

☑ No

☐ Yes. *Check all that apply:*

Amount entitled to priority

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

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

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

☑ No

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

$_____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 07/10/2026
MM / DD / YYYY

/s/ Seth L. Harrison
Signature

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

Name: Seth (First name) Loring (Middle name) Harrison (Last name)

Title: Managing Member

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

Address: 157 West 57th St., Apt. 39F
Number Street

New York (City) NY (State) 10019 (ZIP Code) USA (Country)

Contact phone: +_1 646 833 9000 Email: westsidesky@proton.me

ATTACHMENT TO AMENDED & RESTATED PROOF OF CLAIM OF APPLE TREE VENTURE MANAGEMENT, LLC AGAINST ATP LIFE SCIENCE VENTURES, L.P.

1. On December 23, 2025 (the "Petition Date")[1], Apple Tree Life Sciences, Inc. ("ATLS"), and certain of its subsidiaries and affiliates (ATLS, together with such subsidiaries and affiliates, the "Debtors"), including ATP III GP, Ltd. (the "General Partner") and ATP Life Science Ventures, L.P. (the "Partnership" or the "Fund"), filed voluntary petitions for relief (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Case is being administered under Chapter 11 Case No. 25-12177 (LSS) (Bankr. D. Del. 2025).

2. On June 4, 2026, the Bankruptcy Court entered that certain *Order (I) Establishing Deadlines for the Filing of Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Proofs of Interest; (II) Approving the Forms and Manner of Notice Thereof; And (III) Granting Related Relief* [Docket No. 752] (the "Bar Date Order") which, among other things, establishes July 10, 2026 at 5:00 pm (ET) as the general deadline (the "Bar Date") for each person or entity (including, without limitation, individuals, partnerships, joint ventures and trusts) to file proofs of claim based on prepetition claims against the Debtors. In accordance therewith, on July 7, 2026, Apple Tree Venture Management, LLC (the "Claimant"), filed Proof of Claim No. 137 (the "Original Proof of Claim") against the Fund, and hereby timely files this amended Proof of Claim against the Fund, which amends and restates the Original Proof of Claim.

3. Claimant and the Fund entered into the Restated Management Agreement, dated January 1, 2025 (the "Management Agreement"),[2] pursuant to which the Claimant identified and

---

[1] All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Management Agreement.

[2] Claimant has not attached copies of the documents supporting this Proof of Claim because they are voluminous, and in some cases, confidential. In addition, on information and belief, the Debtor already has possession of the applicable documents which include its formation documents and employment agreements or similar contracts. To the extent requested by the Debtors, Claimant can promptly provide copies of such documents.

assisted in evaluating prospective investment opportunities for the Partnership in exchange for, among other things, a management fee (the "Management Fee") in an amount of at least $3,000,000 annually. The Management Agreement is attached hereto as **Exhibit A**. Claimant has or may have claims arising under, related to or in connection with the Management Agreement, including under the management fee and minimum wage requirement provisions thereunder. Claimant hereby asserts any and all claims that he has or may have, or which may become due or known under or related to, the Management Agreement, including any minimum wage claims and claims related to the Management Fee.

4. The amount of Claimant's contingent and unliquidated claims cannot reasonably be calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtor by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under section 507(a)(2) of the Bankruptcy Code or otherwise.

5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtor by reason of the Bar Date. Claimant reserves the right (a) to amend or supplement this Proof of Claim at any time, including after any bar date, in any manner, (b) to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability, and (c) to seek the reconsideration under section 502(j) of the Bankruptcy Code of any disallowance of any amount claims under this Proof of Claim, including, without limitation, any amount claimed as an administrative expense, whether liquidated, contingent, or unliquidated.

6. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant, or (b) any past, present or future breaches of any obligation owed to Claimant by any of the Debtors. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors or their respective affiliates, whether arising from or related to the statutory rights or agreements described herein or otherwise.

7. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel any of the Debtors to return property of Claimant currently in the possession of any of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's rights to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, any court with appellate jurisdiction; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any

objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimants; or (g) an election of remedies. Nothing contained in this Proof of Claim shall be construed as limiting Claimant's rights, remedies, and interests under the Management Agreement, including with respect to the Management Fee or minimum wage claims. To the extent that there is a conflict between anything contained in this Proof of Claim and the Management Agreement, the terms and conditions of the Management Agreement shall govern and such documents are incorporated herein by reference.

8. All notices regarding this Proof of Claim should be sent to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, telephone number: (212) 373-3000, Attention: Paul Basta; Jacob Adlerstein; Michael Colarossi.

[*Remainder of this page intentionally left blank.*]

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF:

APPLE TREE VENTURE MANAGEMENT, LLC

By: /s/ Seth L. Harrison
Name: Seth L. Harrison
Title: Authorized Signatory

Exhibit A

Management Agreement

RESTATED MANAGEMENT AGREEMENT

RESTATED AGREEMENT dated January 1, 2025 (as amended from time to time, this "Agreement"), between Apple Tree Venture Management, LLC, a Delaware limited liability company (the "Management Company"), and ATP Life Science Ventures, L.P., a Cayman Islands exempted limited partnership (the "Partnership").

In consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto agree, effective from and after January 1, 2025, as follows:

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

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

3. Management Fee. The Partnership shall pay the Management Company a management fee (the "Management Fee") each year for the services to be provided hereunder, in the amount of US $3,000,000 or such greater amount as may be approved by the holders of a majority of the Preferred Units. The Management Fee shall be used to compensate Dr. Harrison. The Management Fee for each year shall be reduced by any director's fees, consulting fees or other remuneration paid to the Management Company, the members and employees of the Management Company, the General Partner, Dr. Harrison or any of their respective affiliates (other than the Partnership or its portfolio companies) in cash, securities or otherwise for services rendered to portfolio companies; provided, however, that no remuneration shall be paid to any such Person other than in cash without the prior written consent of the holders of a majority of the Preferred Units; and provided further, however, that up to the minimum wage requirements of New York City or such greater amount as may be approved by the holders of a majority of the Preferred Units may be paid annually by ATLS to Dr. Harrison, which amount shall not reduce the Management Fee. If such minimum wage requirement increases at any time or from time to time, the Management Company shall promptly notify in writing the Partnership and the holders of a majority of the Preferred Units as to the amount of such increase. Any securities or other property received in kind (with the prior written consent of the holders of a majority of the Preferred Units) shall be valued at the time they are reduced to cash or cash equivalents for purposes of the foregoing reduction to the Management Fee. Payment of the Management Fee shall be made annually in advance. The amount of the fees and other remuneration paid or remitted to the Management Company, the General Partner, Dr. Harrison or any such affiliates from the Partnership's portfolio companies shall be computed for each year, and any net amount due the Partnership from the Management Company or the Management Company from the Partnership shall be remitted within 30 days after such computation.

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

5. Termination and Amendment. This Agreement shall not be terminated prior to the time set forth in Paragraph 4 or amended, and none of its provisions shall be waived, in each case without the written consent of the parties hereto and the holders of a majority of the Preferred Units.

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

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

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

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

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

ATP Life Science Ventures, L.P.
By: ATP II GP, Ltd., its general partner

By: _____
Seth L. Harrison
Director

Apple Tree Venture Management, LLC

By: _____
Seth L. Harrison
Managing Member