Fill in this information to identify the case:

Debtor Apertor Pharmaceuticals, Inc.

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

Case number 25-12201

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?**

CSC Leasing Co.

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)
CSC Leasing Co. ATTN: Mason Corey 6802 Paragon Place Suite 350 Richmond, VA 23230	
Contact phone 8046731000	Contact phone _____
Contact email jed.donaldson@troutman.com	Contact email _____

(see summary page for notice party information)

Uniform claim identifier (if you use one):

_ _

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

☑ No

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

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

☑ No

☐ Yes. Who made the earlier filing? _____

25122012607100000000000003

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?** $ 249495.45 . **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.

Equipment Master Lease No. 2024049

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.** $ 249495.45

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

☑ No

☐ Yes. Identify the property: _____

25122012607100000000000003

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/Mason Corey
Signature

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

Name: Mason Corey
First name Middle name Last name

Title: VP of Asset Management

Company: CSC Leasing Co.
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:
25-12201 - Apertor Pharmaceuticals, Inc.
District:
District of Delaware

Creditor:
CSC Leasing Co.
ATTN: Mason Corey
6802 Paragon Place
Suite 350
Richmond, VA, 23230
Phone:
8046731000
Phone 2:
Fax:
Email:
jed.donaldson@troutman.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
Troutman Pepper Locke LLP
ATTN: Jed Donaldson
1001 Haxall Point
Suite 1500
Richmond, Virginia, 23219
United States
Phone:
8045542426
Phone 2:
Fax:
E-mail:
jed.donaldson@troutman.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Equipment Master Lease No. 2024049

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
249495.45

Includes Interest or Charges:
Yes

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes, 249495.45
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:
Mason Corey on 10-Jul-2026 9:42:28 a.m. Pacific Time
Title:
VP of Asset Management
Company:
CSC Leasing Co.

VN: 5C8CFBFAE43FA1DFCF76F1903F37B947

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?

CSC Leasing Co.
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)
Troutman Pepper Locke LLP (Jed Donaldson) Name	CSC Leasing Co. (Mason Corey) Name
1001 Haxall Point, Suite 1500 Number Street	6802 Paragon Place, Suite 350 Number Street
Richmond VA 23219 City State ZIP Code	Richmond VA 23230 City State ZIP Code
United States of America Country	United States of America Country
Contact phone (804) 554-2426	Contact phone (804) 673-1000
Contact email jed.donaldson@troutman.com	Contact email mason@cscleasing.com

Uniform claim identifier (if you use one):

_____

4. Does this claim amend one already filed?

☒ No

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

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

☒ No

☐ Yes. Who made the earlier filing? _____

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?**

$ 249,495.45 . **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.

Equipment Lease (Master Lease Agreement No. 2024049, 06/05/2024)

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.** $249,495.45

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 7/9/2026
MM / DD / YYYY

Signature

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

Name: Mason Corey
First name | Middle name | Last name

Title: VP of Asset Management

Company: CSC Leasing Co. (Mason Corey)
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 6802 Paragon Place, Suite 350
Number Street

Richmond | VA | 23230 | USA
City | State | ZIP Code | Country

Contact phone (804) 673-1000 Email mason@cscleasing.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
Apertor Pharmaceuticals, Inc.,	)	Case No. 25-12201 (LSS)
Debtor.	)	

SUPPLEMENT TO CSC LEASING CO.'S PROOF OF CLAIM

Basis: CSC Leasing Co. ("CSC") submits this Supplement in support of its proof of claim (the "Claim") filed in the above-captioned chapter 11 bankruptcy cases.

Claim: CSC's Claim against Apertor Pharmaceuticals, Inc. (the "Debtor"; and together with all debtor-affiliates, the "Debtors") is $249,495.45. CSC reserves all rights to amend or further supplement the Claim, including, without limitation, as to amount, priority, security, and status. The Claim is based on the June 5, 2024 master lease agreement no. 2024049 executed by CSC, as lessor, and the Debtor, as lessee (the "Master Lease") for the lease of personal property and equipment (the "CSC Equipment"), pursuant to which CSC and the Debtor executed various lease schedules, acceptance certificates, extensions, and other related agreements and contracts, governed by the Master Lease (collectively, the "Lease Documents"). CSC's Claim is itemized as follows:

$244,054.25	Unpaid, Past Due Basic Monthly Rent
$5,441.20	Legal Fees (Master Lease §12; as of June 30, 2026; 1/5 of total, aggregate fees, apportioned equally to five (5) Debtor counterparties to CSC)

TOTAL: $249,495.45

Supporting Documentation: Attached, please see a copy of the Master Lease. The remaining Lease Documents are voluminous, and CSC has previously produced copies of various Lease Documents to the Debtors or their counsel, such that the Debtors or their counsel are in possession of additional, related documentation. Upon written request, CSC will provide available, additional documentation concerning the Claim and Lease Documents.

Setoff / Recoupment: CSC reserves all rights, claims, and defenses concerning, or arising from, setoff or recoupment.

Administrative Expense Claim(s): The Claim does not waive, and is without prejudice to, CSC's rights and claims, now held or later arising, regarding any payments and amounts due to CSC at an administrative expense priority—including, without limitation, amounts entitled to administrative priority pursuant to 11 U.S.C. §§ 365(d)(5), 503, 507—as allowed by the Bankruptcy Code, or other applicable law, regardless of whether or not any amounts included in the Claim may already be entitled to administrative expense priority and status.

Additional Proofs Of Claim: The Claim, together with all attachments, is without prejudice to the filing by CSC, or any affiliate or subsidiary, of additional proofs of claim or claims regarding any other debts or liabilities of the Debtor, or any insider, affiliate, and/or subsidiary of the Debtor or the other Debtors. CSC reserves all procedural and substantive rights, claims, and defenses with respect to any claims or defenses asserted by the Debtor, and/or any other persons or entities, against CSC or any other party-in-interest in the above-captioned bankruptcy proceedings.

Notice: In addition to the addresses listed on the proof of claim, all notices in connection with the Claim should be sent to:

James K. Donaldson, Esq.
Troutman Pepper Locke LLP
1001 Haxall Point, Suite 1500
Richmond, VA 23219
(804) 697-1200 (telephone)
(804) 697-1339 (facsimile)
jed.donaldson@troutman.com

No Waiver: The filing by CSC of the Claim or any other proof of claim or amended proof of claim is not, and shall not be construed as: (a) a release or waiver of CSC's rights against any other person or entity liable for any portion of CSC's Claim, including, without limitation, the Debtor, other Debtors, and/or any creditors of the Debtors; (b) a waiver of CSC's right to seek to have the reference withdrawn regarding (i) the subject matter of CSC's Claim, (ii) any objection, contested matter, or other proceedings commenced with respect thereto, or (iii) any other proceedings commenced in, or associated with, the above-captioned bankruptcy cases against, or involving, CSC, the Debtor, or the other Debtors; (c) a waiver of any right to the subordination, in favor of CSC, of indebtedness, claims, or liens held by any other entities or creditors of the Debtor or other Debtors; (d) an election of a remedy that waives, or otherwise affects, any of CSC's other remedies; or (e) consent to the subject matter or personal jurisdiction of the Bankruptcy Court concerning any of CSC's rights or remedies.

Reservation Of Rights: CSC reserves all rights, claims, and defenses concerning the Claim and future amounts, damages, sums, or other claims that may arise in connection with the Debtor, the other Debtors, and/or their bankruptcy estates, including, without limitation, the right to assert additional, supplementary, or amended proofs of claim and requests for administrative expense reimbursement as to any such claims. Without limiting the foregoing, CSC reserves its rights to assert any claims against the Debtor, the other Debtors, their bankruptcy estates, any trustee(s) appointed in these bankruptcy proceedings for any purpose, or against any other person or property. The Claim, and all attachments or exhibits, are conditional only and not intended to be, or construed as, a waiver of CSC's rights to a jury trial in any action, proceeding, or matter. CSC's Claim, and nothing herein, shall be construed as a waiver of, or otherwise prejudice, any, or all of, CSC's rights, claims, and/or defenses.

DocuSign Envelope ID: 802C8839-F51D-4DE2-87C9-B615E63332FA

CSC Leasing Co.
MASTER LEASE AGREEMENT
Agreement No. 2024049

This MASTER LEASE AGREEMENT ("Master Lease") is entered into upon this June 5, 2024, by and between CSC Leasing Co., a Virginia corporation having offices at 6802 Paragon Place, Suite 350, Richmond, Virginia 23230 ("Lessor") and Apertor Pharmaceuticals, Inc., a Delaware Corporation having principal offices at 1640 S. Loop Road, Suite 200, Alameda, CA 94502 (if more than one, jointly and severally, "Lessee"). Each of Lessor and Lessee may be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

1. DEFINITIONS:
(a) "Acceptance Certificate" means the Installation and Acceptance Certificate executed by Lessee on the Acceptance Date.

(b) "Acceptance Date" means the date on which Lessee executes the Acceptance Certificate, certifying that the Equipment has been installed, is in good working order, and has been accepted by the Lessee.

(c) "Base Term" means, with respect to each Schedule, the period starting on the Commencement Date and continuing for the number of full months set forth in such Schedule, and any renewal thereof.

(d) "Basic Rental" means the rental for the Equipment leased under each Schedule as set forth in such Schedule.

(e) "Commencement Date" means the date on which the Base Term of the lease related to an individual Schedule begins. If the Acceptance Date under a Schedule is the first day of the month, the Commencement Date shall be the Acceptance Date; otherwise, the Commencement Date shall be the first day of the month following the Acceptance Date.

(f) "Equipment" means the equipment, machines, devices, features, property, software and other items listed in each Schedule executed pursuant hereto, together with any additions, attachments, accessories and accessions thereto and any substitutions, replacements or exchanges therefor.

(g) "Schedule" means the document entered into from time to time by and between Lessor and Lessee, which incorporates by reference the terms and conditions of this Master Lease, and that establishes the specific terms and conditions of leasing the Equipment, such as the Basic Rental, Term, a description of the Equipment and the Acceptance Certificate for such Equipment.

(h) "Security Deposit" means any payment made by the Lessee to Lessor as a security deposit in connection with a Schedule or this Master Lease.

(i) "Term" means, with respect to each Schedule, the period starting on the date of such Schedule and continuing for the Base Term, and any renewal thereof.

(j) "Vendor" means a manufacturer, supplier or vendor of the Equipment, as may be identified in each Schedule.

2. LEASE OF EQUIPMENT:
(a) Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, in accordance with the terms and conditions of this Master Lease and the applicable Schedule(s), all Equipment in the Schedule(s) which is (are) or may from time to time be executed pursuant to this Master Lease. Each Schedule shall incorporate by reference all terms and conditions of this Master Lease except as provided herein, together with such other terms or amendments, which may be specified in such Schedule. Each Schedule shall constitute a separate instrument of lease. A Schedule shall not become effective until it is executed by both Lessee and Lessor. The terms and conditions of a Schedule shall take precedence over the terms and conditions of this Master Lease to the extent any conflict exists between such terms and conditions.

(b) The Parties intend and agree that: (i) the Equipment shall remain personal property, and Lessor's title thereto shall not be impaired, notwithstanding its being affixed to any real property; (ii) this Master Lease and the Schedule(s) constitute a true lease, which is a "finance lease," as such term is defined in Article 2A of the Uniform Commercial Code ("UCC"), and not a sale or retention of security interest; and (iii) title to the Equipment shall at all times remain in Lessor, and Lessee shall acquire no interest therein other than a leasehold interest.

3. TERM OF LEASE:
The term of this Master Lease shall commence on the date set forth above and shall continue in effect until it is terminated as provided herein. The Term of each Schedule is non-cancelable by Lessee and shall be set forth in each such Schedule. In the event that the Commencement Date of a Schedule is subsequent to its Acceptance Date, Lessee hereby agrees that the terms and conditions of this Master Lease shall apply from the Acceptance Date of such Schedule. Unless otherwise set forth in a Schedule, written notice of Lessee's termination of such Schedule shall be provided to Lessor at least three (3) months prior to the expiration of the Term of such Schedule and shall be with respect to all, but not less than all, of the Equipment on such Schedule. Any notice required pursuant to this Section 3 shall be in the form of the Lease Adjustment Proposal ("Lease Adjustment Proposal") as provided by Lessor to Lessee. A Lease Adjustment Proposal shall only be deemed submitted by Lessee if Lessee has completed such Lease Adjustment Proposal in full. In the event that Lessee's written notice is not received by Lessor as specified herein, the Term of such Schedule shall be (a) extended for additional three (3) month periods at the then existing Basic Rental (which three (3) month periods shall be deemed to be part of the Term) until terminated pursuant to the terms hereof, or (b) at Lessor's option, terminated at the end of the Term or any three (3) month period thereafter. Any notice of termination provided by Lessee may not be revoked without the consent of Lessor.

4. RENTAL:
(a) Lessee shall pay to Lessor as rental for the Equipment leased under each Schedule the Basic Rental set forth in such Schedule and this Section 4. The Basic Rental under each Schedule shall begin accruing on the Acceptance Date and be due and payable in advance on or before the first (1st) day of each month beginning on the Commencement Date in the amounts and on the dates set forth in such Schedule; provided, however, if the Acceptance Date does not occur on the first (1st) day of a month, Lessee shall pay to Lessor a pro-rated Basic Rental payment for the time period from the Acceptance Date through the Commencement Date. Lessee agrees that Basic Rental and any other payments due under any Schedule or hereunder are payable by Lessee regardless of Lessee's receipt of an invoice therefor. In the event Lessee does not make payment of any Basic Rental or other monies due hereunder within five (5) days of its due date, *Lessee shall be liable to Lessor for a late payment fee of five percent (5%) of the amount unpaid*, and shall pay such amount promptly to Lessor or Lessor's assignee.
(b) In addition to the Basic Rental, Lessee shall pay to Lessor an amount equal to all taxes that are levied or based on this transaction, the Basic Rental, this Master Lease, any and all Schedules, and/or the Equipment or its use, lease, sale, operation,

control or value, including, without limitation, state and local sales, use, excise, purchase, property, added value or other taxes, or amounts in lieu thereof paid or payable by Lessor in respect of the foregoing (collectively, "Taxes"), but excluding only federal and state income taxes of Lessor. Personal property taxes, if any, with respect to the Equipment, shall be filed with the appropriate authorities by Lessor, and reimbursed by Lessee as and when invoiced by Lessor. Lessee shall be liable for any penalties, interest and other charges in respect of said Taxes due to improper filing as a result of a change in the location of the Equipment or Lessee not reported to Lessor in writing.

(c) Lessee hereby authorizes Lessor to initiate ACH or other electronic debits to Lessee's account for the Basic Rental and Taxes and authorizes its named depository financial institution to honor such debit entries against such account. Lessee shall provide such ACH authorization together with its account information in an ACH authorization form acceptable to Lessor. Lessee shall pay a fee to Lessor of $30.00 if any ACH debit entry by Lessor against Lessee's account is dishonored.

(d) EACH SCHEDULE SHALL BE A NET LEASE. In addition to Basic Rental and Taxes, Lessee shall pay all customs, duties or surcharges on imports or exports, plus all expenses incurred in connection with Lessor's purchase of the Equipment and Lessee's use, operation, maintenance and return of the Equipment, including, but not limited to, shipment, delivery, installation and insurance.

(e) Lessee's obligation to pay any Basic Rental and any other amounts, and otherwise to perform its obligations under or with respect to, this Master Lease and any Schedule, is and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which Lessee may have against Lessor, any Vendor or anyone else, for any reason whatsoever.

5. OWNERSHIP, LOCATION, INSPECTION AND USE:

(a) The Equipment shall at all times remain the property of Lessor and remain personal property notwithstanding the manner in which it may be attached or affixed to real property, and Lessee acknowledges and agrees that it does not and shall not obtain any title to the Equipment by virtue of the execution of this Master Lease or by payment or performance hereunder, unless so specified in a Schedule or other agreement between Lessor and Lessee. At Lessor's request, Lessee will affix tags, decals, or plates to the Equipment showing Lessor's ownership. Unless authorized by Lessor in writing, Lessee is expressly prohibited from labeling or affixing to the Equipment any tags, decals, or plates that may indicate the Equipment is owned by Lessee.

(b) Lessee shall: (i) use the Equipment solely in the continental United States and in the conduct of its business, for the purpose for which the Equipment was designed, in a careful and proper manner, and shall not permanently discontinue use of the Equipment; and (ii) operate, maintain, service and repair the Equipment, and maintain all records and other materials relating thereto, (A) in accordance and consistent with: (1) the Vendor's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by such Vendor or service provider; (2) the requirements of all applicable insurance policies; (3) any maintenance and service contracts with any Vendor or other maintenance provider, so as to preserve all of Lessee's and Lessor's rights thereunder, including all rights to any warranties, indemnities or other rights or remedies; and (4) all applicable laws and regulations, and (B) without limiting the foregoing, so as to cause the Equipment to be in good repair and operating condition and in at least the same condition as when delivered new, except for ordinary wear and tear resulting despite Lessee's full compliance with the terms hereof.

(c) Lessee agrees that the Equipment shall be located at the location set forth in the applicable Schedule and Lessee shall not relocate the Equipment without the prior written consent of Lessor, and then only to a location within the continental United States and at Lessee's sole expense.

(d) Provided Lessor complies with Lessee's reasonable security requirements, Lessor and/or its agent shall have free and unobstructed access to the Equipment upon prior, reasonable notice and during normal business hours for the purpose of inspection and/or for any other purpose contemplated by this Master Lease. Further, if the Equipment is located on leased premises, Lessee shall provide to Lessor such landlord waivers as Lessor reasonably requests. At its sole discretion, Lessor may delay the placement of purchase orders, payments to Vendors for Equipment and/or the delivery of any Equipment until Lessor's receipt of such landlord waivers.

(e) Lessee shall immediately provide written notice to Lessor concerning any claim of damage or loss arising out of the use, manufacture, functioning or operation of the Equipment. Lessee shall keep the Equipment free and clear of all liens, encumbrances, interests, and claims of any kind and nature.

(f) If contrary to the Parties' intentions a court determines that a Schedule is not a true "lease" under the UCC, in order to secure the prompt payment of the Basic Rental and all of the other amounts from time to time outstanding with respect hereto and to such Schedule, and the performance and observance by Lessee of all of the provisions hereof and thereof, Lessee hereby grants to Lessor a security interest in and lien on all of Lessee's right, title and interest in and to (whether now existing or hereafter created): (i) the Equipment described in such Schedule, and (ii) any and all insurance and/or other proceeds of the Equipment. Lessee irrevocably authorizes Lessor to file UCC financing statements ("UCCs"), and other filings with respect to the Equipment. Without Lessor's prior written consent, Lessee shall not file any corrective or termination statements or partial releases with respect to any UCCs filed by Lessor pursuant to this Master Lease or any Schedule.

6. WARRANTIES:

(a) So long as no Event of Default has occurred and is continuing, Lessee may exercise Lessor's rights, if any, under any manufacturer's warranty with respect to the Equipment. Lessee's exercise of such rights shall be at its sole risk, shall not result in any prejudice to Lessor, and may occur only during the Term of the related Schedule.

(b) LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF. Lessee has selected each Vendor and directed Lessor to acquire the Equipment from such Vendor(s) and Lessee acknowledges and agrees that Lessor is not an agent of any Vendor.

(c) LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH, WHETHER DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, (I) THE EQUIPMENT, (II) ANY DEFICIENCY OR DEFECT THEREIN, (III) ANY INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, (IV) THE USE, PERFORMANCE, OR LOSS OF SERVICE OF THE EQUIPMENT, OR (V) ANY LOSS OF BUSINESS RESULTING FROM ANY OF THE FOREGOING.

(d) Lessee waives all rights and remedies Lessee may have under Sections 2A-508 through 2A-522 of Article 2A of the UCC, including any right to cancel or repudiate any Schedule or to reject or revoke acceptance of any Equipment.

(e) Lessee will defend, protect, indemnify and hold harmless Lessor and its respective officers, directors, employees, agents, affiliates, successors and assigns (collectively, "Indemnitees") against any and all losses, damages, injuries, claims, demands, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with this Master Lease, any Schedule or any other document relating thereto and/or the ordering, acquisition, delivery, installation, possession or rejection of the Equipment, the possession of any property to which the Equipment may be attached from time to time, the maintenance, use, condition, ownership or operation of any Equipment, and by whomsoever owned, used, possessed or operated, the existence of latent and other defects (whether or not discoverable by Lessor or Lessee), any claim in tort for negligence or strict liability, and any claim for patent, trademark or copyright infringement, or the loss, damage, destruction, theft, removal, return, surrender, sale or other disposition of the Equipment, including any Claims involving or alleging environmental damage, or any criminal or terrorist act, or for any other reason whatsoever. If any Claim is made against Lessee or an Indemnitee, the party receiving notice of such Claim shall promptly notify the other, but the failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder, except for any loss or damage caused by the willful misconduct or gross negligence of Lessor.

(f) The indemnities and assumptions of liabilities provided for herein shall survive any termination or expiration of this Master Lease or any Schedule.

(g) In the event that Lessee pursues a Vendor for Claims, demands, or other disputes arising out of or in connection with any alleged default or breach by such Vendor, or in connection with any warranty for the Equipment, and there exists an Event of Default by Lessee hereunder, then Lessee shall immediately remit, transfer, and/or convey to Lessor the amount of any award, grant, or other receipt of proceeds, damages, or other compensation from or against the Vendor necessary to cure any payment default(s) under any Schedule. Lessee's failure to convey such proceeds to Lessor shall be an Event of Default hereunder. Lessee agrees to take all necessary and reasonable steps to transfer any such proceeds to Lessor, including, without limitation, by way of the execution of any assignment or security agreement.

7. INSURANCE:

The risk of loss of, damage to, or destruction of the Equipment shall be borne by Lessee. Lessee shall obtain and maintain for the entire term of this Master Lease and the Term of any Schedule, at its own expense, insurance against loss or damage to the Equipment, including, without limitation, loss by fire and hazard (including so-called "all risks and extended coverage", including floods, windstorms and earthquakes), and theft, in such amounts that shall not be, at any point in time, less than the greater of: (i) the full costs that the Lessee would be obligated to pay to replace the Equipment ("Replacement Value"); or (ii) the Stipulated Loss Value (as hereinafter defined). Additionally, Lessee shall be required to obtain and maintain liability insurance as may be required by Lessor from time to time.

Lessee shall be the named insured and Lessor shall be named as additional insureds and lender's loss payable under such policies of insurance as Lessor's interests may appear. Lessee shall provide or cause to be provided to Lessor insurance endorsements with respect to such policies of insurance as reasonably required by Lessor from time to time. Lessee shall furnish to Lessor a certificate of insurance or other evidence reasonably satisfactory to Lessor that such insurance coverage is in effect and which includes a stipulation that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lessor; provided, however, that Lessor shall be under no duty either to: (a) ascertain the existence of or to examine any such insurance policy; or (b) to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee shall cause to be provided to Lessor, prior to the scheduled expiration or lapse of such insurance coverage, evidence satisfactory to Lessor of renewal or replacement coverage.

In the event that the Equipment shall be or become lost, stolen, destroyed, irreparably damaged, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the Term (any such occurrence being herein called a "Casualty Occurrence"), Lessee shall promptly provide written notice to Lessor. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact (which power shall be deemed coupled with an interest) to execute, endorse and deliver any documents, checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by this Master Lease. On the payment date for Basic Rental next succeeding the Casualty Occurrence, Lessee shall pay to Lessor an amount equal to the Basic Rental due on such date and any other rentals or sums then currently or past due related to such Schedule, plus an amount equal to the greater of the Replacement Value of the Equipment or the Stipulated Loss Value of the Equipment. At the time such amounts are paid by Lessee in full, the Schedule relating to the Equipment that is the subject of such Casualty Occurrence shall be terminated only to the extent relating to such Equipment, and no further rent with respect to such Equipment shall be due from Lessee. In the event of any settlement under this Section 7, Lessee shall be entitled to a credit (not to exceed the Replacement Value or Stipulated Loss Value actually paid by the Lessee to Lessor), for the amount of any proceeds of any insurance or award actually received by Lessor on account of the Casualty Occurrence.

8. ASSIGNMENT BY LESSOR:

Lessor may at any time and from time to time, without consent of Lessee, assign, sell or encumber, whether absolute or as collateral security for indebtedness of Lessor, all or any part of this Master Lease, any Schedule, the Equipment, and the rental payments hereunder. In the event of any such assignment, the assignee shall have all of Lessor's rights and obligations hereunder, and upon written notice to Lessee by Lessor or by any assignee with a written assignment from Lessor, Lessee shall unconditionally pay directly to such assignee all rental and other sums due or to become due under this Master Lease and/or any assigned Schedule(s). Upon the request of Lessor or any assignee, Lessee agrees to promptly execute and deliver to Lessor or to such assignee an acknowledgment of the assignment in form and substance satisfactory to the requesting party and such other documents and assurances reasonably requested by Lessor or such assignee. The rights of any such assignee shall not be subject to any abatement, set-off, defense or counterclaim which Lessee may have against Lessor prior to assignment. Notwithstanding the foregoing, any assignment(s): (a) shall be subject to Lessee's right to quiet use and enjoyment of the Equipment so long as no Event of Default exists; and (b) shall not release any of Lessor's obligations hereunder, or any claim, which Lessee has against Lessor.

9. MAINTENANCE AND REPAIRS:

(a) Lessee shall at all times during the Term, at its own expense, maintain and keep the Equipment in good working order, repair, and condition, and make all necessary adjustments, repairs, and replacements, and shall use and require each piece of Equipment to be used in a manner consistent with any warranty and contract maintenance program provided or required by the Vendor of the Equipment.

(b) Lessor shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance or repair of the Equipment.

(c) Any modification or addition to the Equipment that is required by this Master Lease or any applicable law shall be made by Lessee at Lessee's sole cost. Title to all such parts, modifications and additions to the Equipment immediately shall vest in Lessor, without any further action by Lessor or any other person, and they

shall be deemed incorporated in the Equipment for all purposes of the related Schedule. Unless replaced in accordance with this Section 9, Lessee shall not remove any parts originally or from time to time attached to the Equipment, if such parts: (i) are essential to the operation of the Equipment; (ii) are required by any other provision of this Master Lease; or (iii) cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value, utility and remaining useful life which the Equipment would have had without the addition of such parts. Except as permitted in this Section 9, Lessee shall not make any alterations to the Equipment.

10. SCHEDULE TERMINATION OPTIONS AND REDELIVERY OF EQUIPMENT TO LESSOR:
Upon the termination or expiration of the Term of each Schedule, Lessee shall deliver possession of the Equipment to Lessor as detailed below.

(a) Lessee shall return the Equipment to Lessor complete, and in the same operating order, repair, condition and appearance as on the Acceptance Date of such Schedule, reasonable wear and tear excepted, and free and clear of all liens whatsoever. If the Equipment consists of computers or other digital equipment containing hard drives, such Equipment shall be returned with all hard drives wiped – i.e., completely erased of all information.

(b) Pursuant to Lessor's request, and at Lessee's sole expense, Lessee shall promptly return the Equipment to such location in the continental United States as Lessor shall specify ("Designated Location"). At the end of the last business day of the each Schedule, Lessee shall tender to Lessor the Equipment at the Designated Location, packed in a manner suitable for truck transportation.

(c) Lessee shall be solely responsible and liable for and shall pay directly all transportation, insurance, rigging, drayage, packing, installation, de-installation, disconnection charges and other items of like nature, including without limitation all reasonable costs and expenses incurred with respect to shipping and delivering the Equipment to the Designated Location and any costs and expenses incurred with respect to insuring the Equipment while in route to the Designated Location.

(d) If Lessee fails to return the Equipment in accordance with this Section 10 then, in addition to all other Remedies available to Lessor pursuant to Section 12 hereof, Lessee shall be obligated to pay Lessor Basic Rental until the Equipment is returned to and received by Lessor.

11. DEFAULT:
Lessee shall have the right to quiet use and enjoyment of the Equipment provided that Lessee is not in default hereunder. Any of the following events shall constitute an event of default under this Master Lease and any Schedule (each, an "Event of Default"):

(a) The failure by Lessee to pay the Basic Rental or other monies when due, if such failure continues for five (5) or more days; or

(b) If any representation or warranty made by Lessee in any Schedule or this Master Lease or in any document or certificate furnished to Lessor in connection therewith shall prove to be incorrect, false, and/or misleading at any time in any material respect; or

(c) If any authorized ACH or other electronic debits to Lessee's account for the payments due hereunder are blocked or discontinued without Lessor's consent, and such block or discontinuation continues for five (5) or more days; or

(d) If Lessee fails to maintain insurance in accordance with the terms of this Master Lease or Lessee fails to furnish to Lessor a certificate of insurance as required by Section 7 hereof within ten (10) days after Lessor's written request; or

(e) Immediately and without notice from Lessor, if any of the following events occur either voluntarily to or by the Lessee or any guarantor ("Guarantor") of Lessee's obligations hereunder: (i) if Lessee or Guarantor makes an assignment for the benefit of creditors; (ii) if Lessee or Guarantor is named as a debtor in a petition in bankruptcy in the U.S. Bankruptcy Code, as amended; (iii) if Lessee or Guarantor admits in writing its inability to pay its debts as they become due; (iv) if Lessee or Guarantor files a voluntary petition in bankruptcy or any other petition or answer seeking for itself any reorganization, liquidation, dissolution, receivership, insolvency, or any other debtor relief generally under any present or future law, statute, or regulation, or files any answer admitting, or failing to deny, the material allegations of a petition filed against it for any such relief; (v) the adjudication of Lessee or Guarantor as bankrupt or insolvent; or (vi) the seeking or consenting to or acquiescence in, by Lessee or Guarantor, of the appointment of a trustee, receiver, or liquidator of Lessee, Guarantor, or the property of either party; or

(f) Without notice from Lessor and upon forty-five (45) days after (i) the commencement of any proceeding against Lessee or Guarantor seeking any reorganization, liquidation, dissolution, receivership, insolvency or any other debtor relief generally under any present or future law, statute, or regulation, unless Lessee or Guarantor obtains dismissal of such proceeding within the forty-five (45) day period; or (ii) the appointment, without the consent or acquiescence of Lessee or Guarantor, of any trustee, receiver, or liquidator of Lessee, Guarantor, or the property of either party, unless Lessee or Guarantor is able to vacate such appointment within the forty-five (45) day period; or

(g) The occurrence of any default or anticipatory repudiation under any guaranty of any Schedule; or

(h) If Lessee encumbers, pledges, or otherwise conveys or transfers the Equipment, or any portion thereof, to a third-party, as security or otherwise, except as otherwise permitted hereunder; or

(i) The default by Lessee or any Guarantor under any loan, lease, guaranty or other financial obligation to Lessor or its affiliates, which entitles Lessor or its affiliates to exercise remedies; or

(j) The default by Lessee or any Guarantor under any material loan, lease, guaranty or other material financial obligation to any third-party which default has been declared; or

(k) The occurrence of a Change of Control; or

(l) The breach by Lessee of any other term, provision or covenant of this Master Lease or any Schedule, if Lessee fails to cure such breach within ten (10) days after receipt of written notice thereof from Lessor.

12. REMEDIES:
Upon the occurrence of any Event of Default, Lessor, at its option, may declare the associated Schedule and such other Schedules as the Lessor, at its option, may select, in default and exercise one or more of the following remedies ("Remedies"), each without any presentment, demand, protest, or further notice (all of which are hereby expressly waived by Lessee): (a) terminate this Master Lease and/or the Schedule(s) declared in default and terminate Lessee's rights thereunder; and/or (b) proceed by appropriate suit, action or other proceeding, at law or in equity, to enforce payment and performance by Lessee of its covenants and other obligations under this Master Lease and the applicable Schedule(s), or to recover from Lessee or any and all Guarantors, all damages and expenses that Lessor has sustained by reason of Lessee's default and in the enforcement of the Remedies hereunder; and/or (c) enter any premises where any Equipment is located and take immediate possession of and remove (or disable in place) such Equipment by self-help, summary proceedings or otherwise without liability; and/or (d) use Lessee's premises for storage without liability; and/or (e) sell, re-lease or otherwise

dispose of any or all of the Equipment, whether or not in Lessor's possession, at public or private sale, with or without notice to Lessee, and apply or retain the net proceeds of such disposition, with Lessee remaining liable for any deficiency and with any excess being retained by Lessor; and/or (f) recover all accrued and unpaid amounts due on or before the date Lessor declared the applicable Schedule in default (including without limitation interest accruing at the maximum rate allowed by law from the date of the Event of Default to the date of payment in full), plus, as liquidated damages for the loss of Lessor's bargain and not as a penalty, an amount equal to (i) the then-applicable Stipulated Loss Value of the Equipment leased under such Schedule as set forth on the Schedule or (ii) in the event the Stipulated Loss Value is not set forth on the Schedule, the sum of: (1) the present value of all future Basic Rental payments to be paid over the unexpired Base Term of the Schedule discounted at a rate equal to the discount rate of the Federal Reserve Bank of St. Louis as of the date of the Event of Default; (2) all costs and expenses incurred by Lessor in connection with any Event of Default and the exercise by Lessor of any of its rights and remedies as a result of any Event of Default (including any attorneys' fees and costs of collection); (3) Lessor's estimated residual value of the Equipment as of the expiration of the Schedule; and (4) the amount of loss or diminution of any tax benefits Lessor would have been entitled to if the Schedule had stayed in effect through the full Base Term of such Schedule and any indemnity owing from Lessee, if then determinable (the amounts described in clauses (f)(i) and (ii) of this Section 12 are defined herein as the "Stipulated Loss Value"); and/or (g) exercise all rights and remedies available under law. Lessee shall, upon written demand by Lessor, and at expense of Lessee, promptly return any or all Equipment leased under the Schedule(s) in default in accordance with Section 10 of this Master Lease and any terms of such Schedule. Each of the Parties hereby acknowledges and agrees that the damages under clause (f)(i) or (f)(ii) of this Section 12 are reasonable liquidated damages in light of the anticipated harm to Lessor that might be caused by an Event of Default and the facts and circumstances existing as of the date of such Schedule. The exercise of these Remedies by Lessor shall not constitute a termination of this Master Lease or any Schedule unless Lessor so notifies Lessee in writing. Lessee shall be liable to Lessor for all costs, fees, interest, and expenses (including, without limitation, reasonable attorneys' fees) incurred by Lessor in enforcing any of its rights and Remedies set forth herein.

Upon the occurrence of an Event of Default by which Lessee has failed to pay timely to Lessor any Basic Rental or other monetary amount(s) due hereunder, Lessee shall be deemed to have forfeited the full amount of any Security Deposit to Lessor. Lessee and Lessor agree that the forfeiture, application, and transfer of any Security Deposit, or any portion thereof, as permitted in this paragraph, shall be deemed an indefeasible transfer, and concurrent with such forfeiture and/or application, Lessee shall have no property interest—legal, equitable, or otherwise—in any Security Deposit, or any portion thereof. From and after the date on which an Event of Default occurs, Lessee shall pay interest to Lessor with respect to all amounts due hereunder until such amounts are received by Lessor in good funds at an interest rate that is the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

13. DISPOSITION OF EQUIPMENT UPON REPOSSESSION:
In the event that Lessor repossesses the Equipment under Section 12 above, Lessor may: (a) lease the Equipment or any portion thereof, in such manner, for such time and upon such terms as Lessor may reasonably determine; or (b) sell the Equipment, or any portion thereof, at one or more public or private sales, in such a manner, and at such times and upon such terms as Lessor may reasonably determine. In the event that Lessor leases any such Equipment, any rentals received by Lessor for the remaining Base Term (the period ending on the date when the Base Term for the Equipment would have expired if an Event of Default had not occurred) for such Equipment shall be applied to the payment of (i) all costs and expenses (including reasonable attorneys' fees) incurred by Lessor in retaking possession of, and removing, storing, repairing and leasing such Equipment, and (ii) the Basic Rentals for the remainder of the Base Term and all other sums then due and owing under this Master Lease, including, without limitation, the amounts described in Section 12 thereof. The balance of such rentals, if any, shall be applied first to reimburse Lessee for any sums previously paid by Lessee and any remaining amounts shall be retained by Lessor. All rentals received by Lessor for the period commencing after the expiration of the Base Term shall be retained by Lessor. Lessee shall remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (i) and (ii) above exceeds the aggregate rentals received by Lessor under such leases for the respective Base Term(s) applicable to the Equipment covered by such leases. In the event that Lessor shall sell or otherwise dispose of (other than pursuant to a lease) any such Equipment, the proceeds thereof shall be applied to the payment of: (i) all costs and expenses (including reasonable attorneys' fees) incurred by Lessor in retaking possession of, and removing, storing, repairing, refurbishing and selling or otherwise disposing of such Equipment, (ii) the Basic Rentals accrued under this Master Lease but unpaid up to the time of such sale or other disposition, and (iii) any and all other sums (other than rentals) then owing to Lessor by Lessee hereunder. The balance of such proceeds, if any, shall be applied first to reimburse Lessee for any sums previously paid by Lessee and any remaining amounts shall be retained by Lessor. Lessee shall remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (i) through (iii) above shall exceed the aggregate proceeds received by Lessor in connection with the sale or disposition of the Equipment.

14. SUBLEASE; ASSIGNMENT; CHANGE OF CONTROL:
(a) Lessee may not sublease any Schedule or any Equipment or assign its rights hereunder, by Change of Control or otherwise, without the prior written consent of Lessor. In the event that Lessor provides consent to a sublease or assignment of any Schedule(s) or Equipment, in all instances, Lessee shall remain fully liable for its obligations, including, without limitation, payment and performance, under such Schedule(s) and this Master Lease. Lessee agrees to take all necessary and appropriate steps with respect to documentation necessary to affect any sublease or assignment, including documentation under which the sublessee or assignee assumes all the obligations of Lessee in connection with such sublease or assignment.

(b) Without the prior written consent of Lessor, neither Lessee nor any Guarantor, shall (i) enter into a merger or consolidation where Lessee or such Guarantor, as the case may be, is not the surviving entity; (ii) sell, contribute, assign or otherwise transfer all or substantially all of its assets; or (iii) undergo a change in ownership of its capital stock/membership interests/partnership interests, issued and outstanding from time to time, where effective control of such interests is not retained by the present holders of such interests (each such event, a "Change of Control"). Lessee hereby agrees to provide Lessor with at least thirty (30) days' prior written notice of any such Change of Control. In the event Lessee or any Guarantor undergoes a Change of Control to which Lessor does not provide its written consent, in lieu of Lessor declaring an Event of Default as a result thereof, on or before the date of the Change of Control, Lessee may terminate this Master Lease and each Schedule then-outstanding by returning the Equipment to Lessor and paying to Lessor the sum of the then-applicable Stipulated Loss Value of all the Equipment leased under all such Schedules, all accrued and unpaid Basic Rental, any unpaid Taxes and other amounts then due and owing hereunder and under all such Schedules and any costs, fees, interest, and expenses (including, without limitation, reasonable attorneys' fees) incurred by Lessor in connection therewith.

15. MISCELLANEOUS:
(a) General. Time is of the essence with respect to all of Lessee's obligations under this Master Lease and any Schedule. If more than one Lessee executes and delivers this Master Lease or any Schedule, then each such Lessee shall be jointly and severally

liable for all payment and performance obligations of Lessee hereunder and thereunder. Lessor and Lessee acknowledge that there are no agreements or understandings, written, oral, or implied, between Lessor and Lessee with respect to the Equipment, other than as set forth herein and in the Schedules, and that collectively this Master Lease and all Schedules executed pursuant hereto set forth the entire agreement between Lessor and Lessee with respect thereto. Any titles or captions contained herein are for convenience only, and shall not be deemed part of the context of this Master Lease. Neither this Master Lease nor any Schedule may be altered, modified, terminated or discharged except by a written agreement executed by Lessor and Lessee. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Master Lease which is not executed by Lessor and which are in addition to or inconsistent with the terms and conditions herein shall not be binding upon Lessor and shall not apply to this Master Lease. It is further agreed that this Master Lease supersedes all prior understandings, proposals and agreements relating to the Equipment.

(b) Notice of Corporate Updates. In the event that Lessee: (i) modifies its name, (ii) converts to a different from of entity, or (iii) re-domesticates to a different state, then Lessee shall provide Lessor with written notice of such modification, conversion or re-domestication, as the case may be, no more than ten (10) days following the effectiveness thereof.

(c) No Waiver. No omission or delay by Lessor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.

(d) Binding Nature. This Master Lease and each Schedule shall be binding upon, and shall inure to the benefit of, Lessor and its successors and assigns, and Lessee and its permitted successors and assigns.

(e) Survival of Obligations. All agreements, representations, warranties and indemnities contained in this Master Lease, any Schedule, or in any document executed pursuant hereto or in connection herewith shall be for the benefit of Lessor and any assignee or Secured Party, or Lessee where approved by Lessor, and shall survive the expiration or other termination of this Master Lease.

(f) Return of Security Deposit. At the end of the Term of each Schedule, the Lessee shall return the Equipment subject to such Schedule as provided in Section 10. If there has been no Event of Default under this Master Lease or any Schedule during the Term of such Schedule, Lessee has no outstanding obligations to Lessor at the end of the Term and Lessee has returned the Equipment in accordance with this Master Lease, Lessor shall return the Security Deposit for such Schedule to Lessee within twenty (20) business days. A Security Deposit shall not be applied to any other outstanding obligations pursuant to the Schedule, due to Lessor by Lessee at the end of the Term.

(g) Notices. Any notice, instruction, or consent by and between the Parties which should or may be given hereunder shall be in writing and shall be deemed received upon the earlier of: (i) receipt, or (ii) three (3) days after mailing if mailed postage prepaid by registered or certified mail to the address for such Party set forth herein or to such changed address as may be subsequently submitted by written notice of either Party.

(h) Applicable Law. This Master Lease, any Schedule(s), and any documents executed in connection therewith shall be governed and construed in all respects by the laws of the Commonwealth of Virginia without regard to its conflicts of laws provisions.

(i) Service of Process. Each Party agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding.

(j) WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LAWSUIT OR OTHER JUDICIAL PROCEEDING ASSERTING ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF OR RELATING TO THIS MASTER LEASE OR THE TRANSACTIONS OR DOCUMENTS CONTEMPLATED IN THIS MASTER LEASE. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MASTER LEASE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(I), (III) REPRESENTS THAT IT HAS BEEN REPRESENTED BY COUNSEL AND ADVISED OF THE MEANING OF WAIVING ITS RIGHT TO A TRIAL BY JURY AND (IV) REPRESENTS THAT IT IS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING ITS RIGHT TO A TRIAL BY JURY.

(k) Venue and Submission to Jurisdiction. The Parties agree that any legal action, suit, or proceeding arising out of or based on this Master Lease, any Schedule(s), or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States located in the city of Richmond, Virginia, or the courts of the Commonwealth of Virginia located in the County of Henrico, Virginia (hereinafter, the "Proper Courts"), and each Party irrevocably submits to the exclusive jurisdiction of the Proper Courts in any such legal action, suit or proceedings. To the extent permitted by law, the Parties further hereby agree to waive and not to assert as a defense in any action, suit, or proceeding covered by this Section 15(j) that (i) any of the Proper Courts cannot exercise personal jurisdiction over a Party; (ii) any Party is immune from extraterritorial injunctive relief or other injunctive relief; (iii) such action, suit, or proceeding Section 15(j) may not be maintained in any of the Proper Courts; (iv) such action, suit or proceeding brought in any of the Proper Courts has been brought in an improper venue and/or should be dismissed or transferred on the grounds of forum non conveniens; (v) such action, suit or proceeding should be stayed by the pendency of any other action, suit, or proceeding in any court or tribunal other than the Proper Courts; or (vi) this Master Lease may not be enforced in or by any of the Proper Courts.

(l) Severability. In the event any one or more of the provisions of this Master Lease and/or any Schedule for any reason shall be or become invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

(m) Further Assurances. Lessee, upon execution of this Master Lease, upon execution of each Schedule and at any time thereafter, shall provide to Lessor the original Master Lease and any Schedule or other document relating thereto and any other corporate documents and records and financial statements, including, without limitation, income statements, balance sheets, accounts receivable and other documentation as Lessor may reasonably request.

(n) Right to Perform. If Lessee fails to perform any of its obligations under this Master Lease or any Schedule, Lessor shall have the right, but shall not be obligated, to effect such performance, and Lessee shall reimburse Lessor, upon demand, for all expenses incurred by Lessor in connection with such performance.

(o) Counterparts and Execution. Photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as

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original signatures. Delivery of an executed signature page counterpart of this Master Lease or any Schedule by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Master Lease or any Schedule. This Master Lease and any Schedule may be executed and delivered by any electronic or digital means (including without limitation .pdf) and the words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Master Lease or any Schedule shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, provided that (i) nothing herein shall require Lessor to accept electronic signature counterparts in any form or format and (ii) Lessor reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Master Lease or any Schedule, and Lessee agrees to deliver such manually executed counterpart signature pages within ten (10) days following Lessor's request. The transfer or possession of the "Original" of this Master Lease shall be irrelevant to the full or collateral assignment of, or grant of security interest in, any Schedule; provided, however, no security interest in any Schedule may be created through the transfer, possession or control, as applicable, of any counterpart of such Schedule other than the original thereof, which shall be identified as the document or record (as applicable) marked "Original" and all other counterparts shall be marked "Duplicate".

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Lease Agreement to be executed in their respective names by their duly appointed officers or authorized signatories below as of the date first written above.

Lessee: Apertor Pharmaceuticals, Inc.

By: DocuSigned by: Edmund Graziani 1E3D60C51EEA479...

Name: Edmund Graziani

Title: Chief Executive Officer

Email: edmund@apertorpharma.com

Form of Organization: Corporation
Jurisdiction of Organization: Delaware
Federal Employer Identification No. 85-3493161

Lessor: CSC Leasing Co.

By: DocuSigned by: Dylan R. Denslow 27C69F5A0CAE43D...

Name: Dylan R. Denslow

Title: General Counsel