Fill in this information to identify the case:

Debtor Marlinspike Therapeutics, Inc.

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

Case number 25-12203

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?**

Baylor College of Medicine

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)
Baylor College of Medicine Jason L. Boland 1550 Lamar Street Houston, TX 77010, United States	Baylor College of Medicine Michael B. Dilling One Baylor Plaza Houston, TX 77030, United States
Contact phone 7136513769	Contact phone 346-9551043
Contact email See summary page	Contact email michael.dilling@bcm.edu

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? _____



25122032607090000000000002

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?** $ 1,204,393.20 . **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.

Collaboration Agreement, License Agreement

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: _____

25122032607090000000000002

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 07/09/2026
MM / DD / YYYY

/s/Michael Dilling
Signature

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

Name: Michael Dilling
First name Middle name Last name

Title: Executive Director

Company: Baylor College of Medicine
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25122032607090000000000002

Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor:
25-12203 - Marlinspike Therapeutics, Inc.
District:
District of Delaware

Creditor:
Baylor College of Medicine
Jason L. Boland
1550 Lamar Street

Houston, TX, 77010
United States
Phone:
7136513769
Phone 2:
Fax:
Email:
jason.boland@nortonrosefulbright.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Baylor College of Medicine
Michael B. Dilling
One Baylor Plaza

Houston , TX, 77030
United States
Phone:
346-9551043
Phone 2:
Fax:
E-mail:
michael.dilling@bcm.edu
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Collaboration Agreement, License Agreement

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,204,393.20

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:
Michael Dilling on 09-Jul-2026 1:19:42 p.m. Pacific Time
Title:
Executive Director
Company:
Baylor College of Medicine

VN: 7733175CED76B945443E053388404A30

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?**

Baylor College of Medicine
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?

Jason L. Boland
Name
1550 Lamar Street, Suite 2000
Number Street
Houston TX 77010
City State ZIP Code
USA
Country
Contact phone 713-651-3769
Contact email jason.boland@nortonrosefulbright.com

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

Michael B. Dilling, Ph.D., CLP
Name
One Baylor Plaza
Number Street
Houston TX 77030
City State ZIP Code
USA
Country
Contact phone 346-955-1043
Contact email michael.dilling@bcm.edu

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?**

$ 1,204,393.20 (See Attachment). **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.

Collaboration Agreement; License Agreement (See Attachment)

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 7/9/2026 | 7:36 AM CDT
MM / DD / YYYY

DocuSigned by:
Michael B. Dilling
12DD65D6CDAF4BE...

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

Name: Michael B. Dilling, Ph.D., CLP
First name | Middle name | Last name

Title: Executive Director, Technology Management & Commercialization

Company: BCM Innovation Institute/ Baylor College of Medicine
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: One Baylor Plaza
Number Street

Houston | TX | 77030 | USA
City | State | ZIP Code | Country

Contact phone: 346-955-1043 Email: michael.dilling@bcm.edu

ATTACHMENT TO PROOF OF CLAIM

This attachment (the "Attachment") supplements the information stated in the accompanying proof of claim (the "Proof of Claim") filed by Baylor College of Medicine ("BCM"), and is hereby expressly incorporated as part of the Proof of Claim.

BASIS FOR CLAIM

1. On December 9 and 15, 2025, January 1, 2026 and January 15, 2026 (as applicable, the "Petition Date"), Apple Tree Life Sciences, Inc. and certain affiliates (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code").

2. Prior to the Petition Date, BCM and Marlinspike Therapeutics, Inc. ("Marlinspike") entered into, among other things, that certain (i) Collaboration Agreement as of February 2, 2022, and (ii) License Agreement, also as of February 2, 2022 (collectively, the "Agreements").[1]

3. Under the Collaboration Agreement, Marlinspike agreed to pay BCM $4,000,000 during the Initial Term in accordance with the Development Budgets set forth in Work Plans approved by the Board and BCM, and to fund additional amounts thereafter in accordance with the Development Budgets relating to Work Plans then in effect and approved by the Board and BCM. Marlinspike was required to pay BCM in advance on a quarterly basis the amounts set forth in the applicable Development Budget; BCM was to invoice no later than December 1, March 1, June 1, and September 1 with supporting documentation reasonably evidencing the amounts invoiced; and any shortage between the amounts invoiced and the amounts paid was due within thirty (30) days after receipt of the applicable invoice.

[1] Capitalized terms used but not otherwise defined in this Attachment have the meanings given to them in the Agreements, as applicable. The Agreements are voluminous and contain confidentiality provisions; thus, they are not attached hereto although BCM incorporates such Agreements herein for all purposes. On information and belief, the Debtors are in possession of and otherwise have access to the Agreements.

4. The Collaboration Agreement further contemplates approved Work Plans and Development Budgets, and requires annual Work Reports and complete, current, accurate, organized, and legible Collaboration Records relating to the funded research activities. BCM possesses audit and inspection rights to review Collaboration Records, pending patent applications, and other books, records, and data directly relating to activities under the Collaboration Agreement, and if an audit reveals an underpayment or overbilling exceeding five percent (5%) for the audited period, the audited party must bear the audit costs. Marlinspike also agreed to indemnify BCM for attorneys' fees and costs incurred in obtaining audit access and collecting audit costs, underpaid amounts, and interest.

5. The Collaboration Agreement also provides BCM with termination rights in the event of an uncured material breach after thirty (30) days' written notice, with immediate termination rights upon specified insolvency events, cessation of business, liquidation, assignment for the benefit of creditors, or certain felony, dishonest, or fraudulent acts in performance. Upon termination, Marlinspike remains liable for costs under the Collaboration Agreement that BCM incurred or irrevocably committed to before receiving notice of termination; BCM is not required to refund prior payments, and surviving provisions remain in effect.

6. Under the License Agreement, Marlinspike agreed to (a) pay BCM a non-creditable, non-refundable upfront license fee of $1,750,000 in installments of $500,000 on the Effective Date, $500,000 on the 13-month anniversary of the Effective Date, and $750,000 on the 25-month anniversary of the Effective Date; (b) reimburse BCM for all Patent Costs incurred before the Effective Date within thirty (30) days after invoice; and (c) pay all Patent Costs incurred after the Effective Date within thirty (30) days after receipt of the applicable invoices.

7. In addition to the upfront license fee and Patent Cost reimbursements, the License Agreement requires Marlinspike to pay BCM ongoing economic consideration, including: (a) royalties on Net Sales of Licensed Products; (b) specified clinical, regulatory, commercial, and sales milestone payments; (c) specified percentages of sublicensing revenue received by Marlinspike; and (d) any other payments due under the License Agreement.

8. The License Agreement further requires Marlinspike to provide annual progress reports and quarterly royalty reports, to notify BCM of the first commercial sale of Licensed Products in each country within thirty (30) days of occurrence, and to notify BCM in writing within thirty (30) days of any acquisition, merger, change of corporate name, or change of make-up, organization, or identity. Marlinspike must submit royalty reports together with all royalties and other payments then due and payable, plus any applicable late charges or interest on delinquent payments as provided in the License Agreement.

9. The License Agreement also grants BCM inspection and audit rights to verify Marlinspike's compliance with its payment obligations. BCM may commission an independent accountant to inspect Marlinspike's books and records, and if an audit reveals an underpayment of royalties or fees by more than five percent (5%) for the audited period, Marlinspike must pay the audit costs within thirty (30) days of invoice. Marlinspike is also liable for attorneys' fees and costs incurred by BCM in obtaining audit access where access is improperly refused and in collecting unpaid audit costs, deficiencies, and interest.

10. The License Agreement further provides BCM with termination rights for payment defaults and other material breaches after the applicable contractual cure periods, and a material payment default under the Collaboration Agreement likewise constitutes a basis for exercising BCM's rights under the License Agreement. Marlinspike also agreed to defend, indemnify, and hold harmless BCM and specified related parties against covered claims and to maintain specified insurance coverage naming BCM as an additional insured. Upon

termination, except as otherwise expressly provided in the License Agreement, Marlinspike must cease using the Licensed Technology and Licensed Patent Rights, BCM's rights revert as provided in the License Agreement, and Marlinspike remains subject to accrued royalty, inventory, sublicense, and other surviving obligations.

11. By this Proof of Claim, BCM asserts an unsecured claim herein in the amount of $1,204,393.20, reflecting the following amounts due and owing under the Agreements:

a. the unpaid final installment of the upfront license fee in the amount of $750,000.00;

b. unpaid collaboration funding obligations in the amount of $444,439; and

c. unreimbursed Patent Costs and other patent prosecution and maintenance expenses in the amount of $9,954.20.

12. Additionally, BCM reserves all rights to assert claims for, among other things, unpaid royalties; unpaid milestone payments; unpaid sublicensing revenue payments and any other amounts payable in connection with sublicenses; accrued interest, late charges, and other delinquency amounts; audit costs and costs of collection; attorneys' fees, arbitration costs, and other expenses to the extent recoverable under the Agreements or applicable law; damages arising from Marlinspike's breaches of the Agreements; reimbursement, indemnification, and insurance-related obligations to the extent recoverable; amounts arising from any failure to provide required reports, records, notices, or audit access under the Agreements, including any amounts that become due upon termination of the Agreements; and any other monetary or non-monetary obligations recoverable under the Agreements, the Bankruptcy Code, applicable non-bankruptcy law, or otherwise.

13. To the extent any portion of BCM's claim is contingent, unliquidated, unmatured, or cannot presently be fully quantified, BCM expressly asserts such claims and reserves the right to amend, supplement, or increase this Proof of Claim as additional information becomes available or additional amounts become due. BCM further incorporates

by reference the Agreements, together with all invoices, Work Plans, Development Budgets, reports, Patent Cost statements, correspondence, audit materials, and other supporting documentation evidencing Marlinspike's obligations thereunder.

GENERAL STATEMENT AND RESERVATION OF RIGHTS

14. BCM reserves, without limitation, all setoff, recoupment, netting, and similar rights under the Agreements and any other applicable contract, statute, common law, or equitable principle. BCM further reserves, without limitation and to the fullest extent allowed by applicable law, the right to amend, modify, withdraw, renew, extend, restate, and/or supplement this Proof of Claim for any reason.

15. BCM and the Debtors may also be parties to other contracts and/or agreements not specifically described herein. BCM hereby expressly reserves its rights to assert any and all claims under such contracts or agreements.

16. BCM may also have additional pre- and post-petition claims related to the Agreements that are unliquidated as of the date hereof.

17. BCM further asserts a claim for any and all expenses, attorneys' fees, and other costs that BCM has incurred or will incur in connection with the Agreements or any related matter, to the extent recoverable under applicable law, contract, or equity.

18. BCM reserves the right to amend and/or supplement this Proof of Claim and to assert any and all other claims of whatever kind or nature it has, or that it may have at any time.

19. The filing of this Proof of Claim shall not be deemed a waiver of any such claims. BCM also reserves, without limitation and to the fullest extent allowed by applicable law, the right to file all other Proofs of Claim.

20. Without prejudice to the claims filed herein, BCM preserves and asserts any and all claims as unsecured claims to whatever extent the claims are not allowed and paid in full as a claim entitled to priority under sections 503 and 507 of the Bankruptcy Code.

21. BCM reserves the right in the future to assert any and all claims that it might have against the Debtors, including, without limitation, imposition of constructive trust, equitable liens, security interests, subrogation, marshaling, or other legal or equitable remedies to which it may be entitled.

22. Furthermore, the filing of this Proof of Claim is not and shall not be deemed or construed as:

a. A waiver of BCM's rights to: (i) file or otherwise assert a claim for rejection damages under section 502 of the Bankruptcy Code; (ii) file or otherwise assert an administrative claim under section 503 of the Bankruptcy Code; or (iii) file or otherwise assert a claim under section 365(b) of the Bankruptcy Code;

b. a waiver or release of BCM'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;

c. consent by BCM 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 or otherwise;

d. consent by BCM or waiver or release of BCM's right 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;

e. 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 BCM;

f. consent by BCM or release of BCM's right to contest the venue or jurisdiction of this Court over any bankruptcy case, adversary proceeding, contested matter, or other proceedings; or

g. an election of remedies.