IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS INC., *et al.*,[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

LIQUIDATING TRUSTEE'S WITNESS AND EXHIBIT LIST
FOR HEARING ON APRIL 20, 2026

David Weinhoffer, as the Liquidating Trustee of the Sorrento Therapeutics, Inc. *et al.*, Liquidating Trust hereby files this witness and exhibit list with respect to the hearing set on the Trustee's and M3's motions for relief with respect to shareholder lawsuit filed in the Southern District of California scheduled on April 20, 2026, at 10:30 a.m. (Central Standard Time) in the above-captioned proceedings before the Honorable Alfredo Perez, and respectfully designates the following potential witnesses and exhibits:

WITNESSES

1. David Weinhoffer, Liquidating Trustee
2. Any witness identified by any other party; and
3. Rebuttal or impeachment witnesses as needed.

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

EXHIBITS

Ex. No.	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
1.	*Corrected Order Approving Debtors' Disclosure Statement and Confirming Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Docket* [Dkt. No. 1652]				
2.	*Order (I) Approving Sale of Certain Assets to Vivasor, Inc. Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Certain Executory Contracts, (III) Approving Modifications to Confirmed Chapter 11 Plan and (IV) Granting Related Relief* [Dkt. No. 2001]				
3.	*Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [attached to Dkt No. 2001]				
4.	*Third Notice of Filing of Plan Supplement for the Joint Plan of Liquidating of Sorrento Therapeutics, Inc., and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Dkt No. 1596]				
5.	*Complaint for Racketeering Influences Corrupt Organizations Act ("RICO") 18 U.S.C. § 1962(D); Breach of Fiduciary Duty; Aiding and Abetting Breach of Fiduciary Duty; Violation of California Penal Code Section 496; and Breach of Fiduciary Duty*				

Ex. No.	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
6.	*Liquidating Trustee's Original Complaint*				
7.	Primary Layer D&O Policy with National Union Fire Ins. Co., Policy No. 01-615-28-54, effective 10/24/2022 to 10/24/2023.				
8.	Letter RE: Cease and Desist in connection with *Ethan Mevi, et al. v. Henry Ji, et al.*, Case No. 26-cv-02113-DMS-DEB, dated April 13, 2026				
9.	Any exhibits listed, designated, or offered by any other party				
10.	Any exhibits necessary for rebuttal				
11.	Any pleading or other document filed with the Court on the docket of the above-captioned proceedings and related adversary proceedings				

The Liquidating Trustee reserves the right to modify, amend or supplement this Witness and Exhibit List at any time. The Liquidating Trustee reserves the right to ask the Court to take judicial notice of pleadings, orders, transcripts and/or documents filed in or in connection with these proceedings, to offer rebuttal exhibits, and to supplement or amend this Witness and Exhibit List at any time prior to the April 20, 2026 hearing. Designation of any exhibit above does not waive any objections the Liquidating Trustee may have to any exhibit listed on any other party's exhibit list.

Dated: April 17, 2026

Respectfully submitted,

MCKOOL SMITH, P.C.

By: */s/ Joshua J. Newcomer*
Joshua J. Newcomer (SBN 24060329)
jnewcomer@mckoolsmith.com
John J. Sparacino (SBN 18873700)
jsparacino@mckoolsmith.com
David C. Kellam (SBN 24127173)
dkellam@mckoolsmith.com
Adam D. Skrzecz (SBN 24139883)
askrzecz@mckoolsmith.com
600 Travis Street, Suite 7000
Houston, Texas 77002
Telephone: (713) 485-7300
Facsimile: (713) 485-7344

Counsel for David Weinhoffer, Liquidating Trustee of the Sorrento Therapeutics, Inc. et al., Liquidating Trust

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served on all counsel of record via the Court's ECF system on April 17, 2026.

/s/ *Joshua J. Newcomer*
Joshua J. Newcomer

Exhibit 1

United States Bankruptcy Court
Southern District of Texas
ENTERED
December 13, 2023
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

CORRECTED[2] ORDER APPROVING DEBTORS' DISCLOSURE STATEMENT AND CONFIRMING MODIFIED JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

[Relates to Docket Nos. 1406, 1436, 1442, 1443, 1562, 1599]

WHEREAS, on February 13, 2023 (the "Petition Date"), the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") commenced these chapter 11 bankruptcy cases in this United States Bankruptcy Court for the Southern District of Texas (the "Court").

WHEREAS, after a hearing on October 18, 2023 to consider, among other things, the Debtors' Solicitation Motion,[3] the Court entered its *Order (I) Conditionally Approving Disclosure Statement; (II) Scheduling Combined Hearing on (A) Adequacy of the Disclosure Statement and (B) Confirmation of the Plan; (III) Fixing Deadline to Object to the Disclosure Statement and*

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

[2] This Corrected Order modifies the *Order Approving Debtors' Disclosure Statement And Confirming Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1616] by attaching the Plan (as defined herein) as **Exhibit A**.

[3] *See Debtors' Emergency Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement; (II) Scheduling Combined Hearing on (A) Adequacy of the Disclosure Statement and (B) Confirmation of the Plan; (III) Fixing Deadline to Object to the Disclosure Statement and Plan; (IV) Approving (A) Solicitation Procedures and Ballots, (B) Form and Manner of Notice of Combined Hearing and Objection Deadline, (C) Notice of Non-Voting Status, and (D) Deadline for Rule 3018(a) Motions; (V) Approving Procedures for Assumption of Contracts and Leases; and (VI) Granting Related Relief* [Docket No. 1406] (the "Solicitation Motion").

Plan; (IV) Approving (A) Solicitation Procedures and Ballots, (B) Form and Manner of Notice of Combined Hearing and Objection Deadline, (C) Notice of Non-Voting Status, and (D) Deadline for Rule 3018(a) Motions; (V) Approving Procedures for Assumption of Contracts and Leases; and (VI) Granting Related Relief [Docket No. 1436] (the "Solicitation Order").

WHEREAS, the Solicitation Order, among other things, (a) approved the solicitation procedures with respect to the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] (as amended, modified, or supplemented, including by the modified version filed at Docket No. 1562, the "Plan")[4] and the related solicitation materials and notices, and (b) conditionally approved the *Disclosure Statement for Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy* [Docket No. 1443] (as amended, modified, or supplemented, the "Disclosure Statement").

WHEREAS, as attested to by Clarissa Cu in the *Certificate of Service* [Docket No. 1459], the *Supplemental Certificate of Service* [Docket No. 1526], and the *Supplemental Certificate of Service* [Docket No. 1584] (the "Solicitation Affidavits of Service"), on October 20, 2023, Stretto Inc. (the "Solicitation Agent") transmitted the Solicitation Package (including the Ballots), the Combined Notice, the Notice of Non-Voting Status, and the Contract/Lease Party Notice (each as defined in the Solicitation Order), as applicable, to the parties identified on the service lists attached to the Solicitation Affidavits of Service or otherwise listed on the Solicitation Affidavits of Service.

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[4] Capitalized terms used herein and not otherwise defined have the meanings set forth in the Plan, and if not defined in the Plan, then as defined in the Disclosure Statement. If there is any conflict between the terms of the Plan or Disclosure Statement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

WHEREAS, on October 23, 2023 and October 25, 2023, the Debtors published notices of the Combined Hearing in the *New York Times* and the *San Diego Union-Tribune* (respectively) (the "Publication Notices"), in accordance with the Solicitation Order and as attested to in the Solicitation Agent's affidavits filed with the Court on October 26, 2023 [Docket Nos. 1467 & 1468] (the "Affidavits of Publication").

WHEREAS, on November 1, 2023, the Debtors filed their *Notice of Filing of Plan Supplement for the Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1491] (as amended, modified, or supplemented from time to time, including by the *Second Notice of Filing of Plan Supplement for the Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* filed on November 16, 2023 [Docket No. 1564], the "Plan Supplement").

WHEREAS, on November 16, 2023, the Solicitation Agent filed the *Declaration of Clarissa D. Cu Regarding the Solicitation and Tabulation of Votes on Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1560] (the "Voting Report"), attesting to the results of the tabulation of all Ballots received by the Solicitation Agent on or before the Voting Deadline (4:00 p.m. (CT) on November 10, 2023, unless otherwise extended by the Debtors) from Holders of Class 3 General Unsecured Claims.

WHEREAS, on November 28, 2023, the Debtors filed the *Debtors' Memorandum of Law in Support of an Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan of Sorrento Therapeutics, Inc. and Scintilla*

Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code [Docket No. 1599] (the "Confirmation Brief").

WHEREAS, on November 28, 2023, the Debtors filed the *Declaration of Mohsin Meghji, Chief Restructuring Officer of the Debtors, in Support of Confirmation of the Debtors' Chapter 11 Plan* [Docket No. 1597] (the "Confirmation Declaration").

WHEREAS, a hearing to consider the Debtors' compliance with the Bankruptcy Code's disclosure statement requirements and confirmation of the Plan was held before this Court commencing on November 30, 2023 (the "Combined Hearing").

NOW, THEREFORE, based upon this Court's review of the Disclosure Statement, the Plan, the Plan Supplement, the Voting Report, the Confirmation Brief, and the Confirmation Declaration, and all other filings submitted in support of Plan confirmation; upon all of the evidence proffered or adduced at, and arguments of counsel made at, the Combined Hearing; and upon the entire record of these Chapter 11 Cases; and after due deliberation thereon, **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

A. ***Findings of Fact; Conclusions of Law***. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. ***Jurisdiction; Venue; Core Proceeding***. The Court has jurisdiction over the Chapter 11 Cases pursuant to Section 1334 of title 28 of the United States Code. Venue is proper before this Court pursuant to Sections 1408 and 1409 of title 28 of the United States Code.

Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to Section 157(b)(2) of title 28 of the United States Code. This Court has jurisdiction to enter a final order determining that the Disclosure Statement and the Plan comply with all of the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively.

C. ***Eligibility for Relief; Proper Plan Proponents***. The Debtors were and are eligible for relief under Section 109 of the Bankruptcy Code, and the Debtors were and are proper plan proponents under Section 1121(a) of the Bankruptcy Code.

D. ***Commencement and Joint Administration of the Chapter 11 Cases***. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. By prior order of the Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015 [Docket No. 7]. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

E. ***Statutory Committees***. On February 28, 2023, the U.S. Trustee appointed an official committee of unsecured creditors (the "Unsecured Creditors' Committee"), which was reconstituted on March 28, 2023 [Docket No. 313], June 7, 2023 [Docket No. 813], and July 28, 2023 [Docket No. 1123]. On April 10, 2023, the U.S. Trustee appointed an official committee of equity security holders (the "Equity Holders' Committee"), which was reconstituted on April 14, 2023 [Docket No. 448].

F. ***Judicial Notice***. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Court, including, without limitation, all pleadings and other documents filed and orders entered thereon. The Court also takes judicial notice of all hearing

transcripts, all evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

G. ***Burden of Proof***. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of Sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan. Each witness who testified (by declaration, proffer, or otherwise) on behalf of the Debtors in connection with the Combined Hearing was credible and qualified to testify as to the topics addressed in his or her testimony.

H. ***Transmittal and Mailing of Materials; Notice***. As evidenced by the Solicitation Affidavits of Service, due, timely, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Combined Hearing, and any dates and deadlines described in the Solicitation Order, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, has been given in substantial compliance with the Court's orders, all applicable Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations, and no other or further notice is or shall be required. All parties in interest had the opportunity to appear and be heard at the Combined Hearing, and no other or further notice is required. The Debtors published the Publication Notices in the *New York Times* and the *San Diego Union-Tribune*, in compliance with the Solicitation Order and Bankruptcy Rule 2002(l), as evidenced by the Affidavits of Publication.

I. ***Solicitation***. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with Sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local

Rules"), the Complex Case Procedures, and all other applicable rules, laws, and regulations. Specifically, the Disclosure Statement, the Plan, the Combined Notice, the Ballots, and other materials constituting the solicitation materials approved by the Court in the Solicitation Order were transmitted to and served on all Holders of Claims in the Voting Class. The Solicitation Materials (not including Ballots) were also provided or made available to the other key parties in interest in the Chapter 11 Cases, in compliance with Section 1125 of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Order. The Combined Notice and Notice of Non-Voting Status were provided to Non-Voting Holders (as defined in the Solicitation Order). Such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. All procedures used to distribute the solicitation materials and other notices and documents described in the Solicitation Order were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations.

J. The Protected Parties (as defined in the Plan) have acted fairly, in "good faith" within the meaning of Section 1125(e) of the Bankruptcy, and in a manner consistent with the Disclosure Statement and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the solicitation and tabulation of votes on the Plan and the activities described in Section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

K. The solicitation of votes on the Plan complied with the Solicitation Procedures (as defined in the Solicitation Order) was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the

Bankruptcy Rules, the Bankruptcy Local Rules, the Solicitation Order, and applicable non-bankruptcy law.

L. ***Adequacy of Disclosure Statement***. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy rules, laws, and regulations, including the Securities Act, (b) contains "adequate information" (as such term is defined in Section 1125(a) of the Bankruptcy Code and used in Section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is hereby approved in all respects.

M. ***Voting Report***. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Order, and all other applicable rules, laws and regulations. As evidenced by the Voting Report, Class 3 (General Unsecured Claims) voted as follows:

Class 3 Ballots - General Unsecured Claims

	Count	%	Dollars	%
Accept:	112	96.55%	$46,756,777.36	94.29%
Reject:	4	3.45%	$2,829,336.88	5.71%
Tabulated Ballot Totals:	116		$49,586,114.24	
Abstain:	0		$0.00	
Unacceptable:	3		$278,853.75	

Therefore, Class 3 has accepted the Plan in accordance with Bankruptcy Code Section 1126(c).

N. ***Bankruptcy Rule 3016***. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Plan and the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

O. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code. The Plan complies with Section 1129(a)(1) of the Bankruptcy Code.

P. *Sections 1122 and 1123(a)(1)—Proper Classification*. The classification of Claims and Equity Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to Sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Equity Interests into six Classes, based on differences in the legal nature or priority of such Claims and Equity Interests (other than Administrative Claims, DIP Facility Claims, Priority Tax Claims, and statutory fees, which are addressed in Article II of the Plan and which have not been classified in accordance with Section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Equity Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Equity Interests. As required by Section 1122(a) of the Bankruptcy Code, each Class of Claims and Equity Interests contains only Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests within that Class.

Q. *Section 1123(a)—Compliance*. In accordance with Section 1123(a) of the Bankruptcy Code, the Court finds and concludes that the Plan: (i) designates Classes of Claims and Equity Interests, other than Claims of a kind specified in Sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (ii) specifies Classes of Claims and Equity Interests that are not Impaired under the Plan; (iii) specifies the treatment of Classes of Claims and Equity Interests that are Impaired under the Plan; (iv) provides the same treatment for each Claim or Equity Interest of a particular Class, unless the Holder of a particular Claim or Equity Interest agrees to less favorable treatment of such Claim or Equity Interest; (v) provides for adequate means for the Plan's implementation (as set forth in Article V of the Plan); (vi) does not provide for the issuance of

non-voting securities; (vii) contains only provisions that are consistent with the interests of Holders of Claims and Equity Interests and with public policy with respect to the manner of selection of the Liquidation Trustee and any officer or director of the Liquidating Debtors on and after the Effective Date; and (viii) does not pertain to any debtors that are individuals, thus Section 1123(a)(8) is not applicable. Therefore, the Plan satisfies the requirements of Section 1123(a) of the Bankruptcy Code.

R. *Section 1123(b)—Discretionary Contents of the Plan*. The Plan contains various provisions that may be construed as discretionary but are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with Section 1123(b) of the Bankruptcy Code and are not inconsistent in any way with the applicable provisions of the Bankruptcy Code. As a result thereof, the requirements of Section 1123(b) of the Bankruptcy Code have been satisfied.

S. Pursuant to Sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan provides that each Class of Claims and Equity Interests is either Impaired or Unimpaired, as the case may be, and Article VI of the Plan provides for the assumption or rejection of the Executory Contracts and Unexpired Leases of the Debtors to the extent not previously assumed or rejected pursuant to Section 365 of the Bankruptcy Code or otherwise provided under the Plan (with the default treatment being rejection unless otherwise set forth in the Plan or in the Plan Supplement), and provides appropriate authorizing orders of the Court.

T. Article V.C of the Plan appropriately provides for the transfer by the Debtors to the Liquidation Trust of all Causes of Action for the Liquidation Trust to pursue on behalf of the Debtors' estates, in accordance with Section 1123(b)(3)(B) of the Bankruptcy Code. The provisions regarding the transfer of such Causes of Action in the Plan (including the related

disclosures in the Plan Supplement) are appropriate and are in the best interests of the Debtors and their Estates.

U. The exculpation described in Article X.B of the Plan is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F.4th 419 (5th Cir. 2022), because it is an integral part of the Plan, has been proposed in good faith, was vital to the Plan formulation process, and is appropriately limited in scope. The injunction provisions set forth in Article X.C of the Plan are necessary to preserve and enforce the terms of the Plan and are appropriately tailored to achieve that purpose.

V. Each of the exculpation and injunction provisions set forth in the Plan: (a) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334; (b) is an essential means of implementing the Plan pursuant to Section 1123(a)(5) of the Bankruptcy Code; (c) is an integral element of the transactions incorporated into the Plan; (d) is important to the overall objectives of the Plan; and (e) is consistent with Sections 105, 1123, and 1129 of the Bankruptcy Code, and other applicable provisions of the Bankruptcy Code. The record of the Combined Hearing and the Chapter 11 Cases is sufficient to support the exculpation and injunction provisions contained in Article X of the Plan.

W. ***Section 1129(a)(2)—Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code***. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including, without limitation, Sections 1122, 1123, 1125, and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result thereof, the requirements of Section 1129(a)(2) of the Bankruptcy Code have been satisfied.

X. ***Section 1129(a)(3)—Proposal of Plan in Good Faith***. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Plan is the product of good-faith, arm's-length negotiations among the Debtors and the Unsecured Creditors' Committee, evident from the facts and records of the Chapter 11 Cases, including the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan itself, and the process leading to its formulation, provides independent evidence of the good faith of the entities who negotiated the Plan, serves the public interest, and assures fair treatment of Holders of Claims and Equity Interests. The Debtors and the Unsecured Creditors' Committee negotiated the terms and provisions of the Plan with the legitimate and honest purposes of maximizing the value of the Debtors' Estates for the benefit of all stakeholders.

Y. ***Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable***. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases or the Plan (and thus incident to the Chapter 11 Cases) satisfy the objectives of, and are in compliance with, Section 1129(a)(4) of the Bankruptcy Code. As a result thereof, the requirements of Section 1129(a)(4) of the Bankruptcy Code have been satisfied.

Z. ***Section 1129(a)(5)—Service of Certain Individuals***. To the extent required by Section 1129(a)(5) of the Bankruptcy Code: (a) the Debtors have disclosed the identity and affiliations of each known individual initially proposed to serve, on and after the Effective Date,

as the Liquidation Trustee or as a director or officer of any of the Liquidating Debtors; (b) the appointment of such individuals is consistent with the interests of Holders of Claims and Equity Interests and with public policy; and (c) the Debtors have disclosed all insiders that will be employed by the Liquidating Debtors (if any) and the nature of compensation for such insiders. As a result thereof, the requirements of Section 1129(a)(5) of the Bankruptcy Code have been satisfied.

AA. ***Section 1129(a)(6)—No Rate Changes***. In accordance with Section 1129(a)(6) of the Bankruptcy Code, the Debtors are not subject to any governmental regulation of any rates. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable.

BB. ***Section 1129(a)(7)—Best Interests of Holders of Claims and Equity Interests***. The Liquidation Analysis included as Exhibit C to the Disclosure Statement and the other evidence related thereto that was proffered or adduced at or prior to the Combined Hearing: (a) are reasonable, persuasive, and credible; (b) use reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with respect to each Impaired Class, each Holder of an Allowed Claim or Equity Interest in such Class has voted to accept the Plan or will receive under the Plan on account of such Claim or Equity Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

CC. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Non-Affiliate Impaired Class. Classes 1, 2, and 5 are composed of Unimpaired Claims and Equity Interests and are conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code. Class 4 is potentially composed

of Unimpaired Claims and presumed to accept the Plan on behalf thereof. Class 3 is composed of Impaired Claims and has voted to accept the Plan.

DD. ***Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code***. Allowed Administrative Claims and Allowed Priority Tax Claims are Unimpaired under Article II of the Plan. Allowed Other Priority Claims (Class 1) are Unimpaired under Article III of the Plan. As a result thereof, the requirements of Section 1129(a)(9) of the Bankruptcy Code with respect to such Classes have been satisfied.

EE. ***Section 1129(a)(10)—Acceptance by At Least One Impaired Class***. As set forth in the Voting Report, Class 3 has voted to accept the Plan. Thus, at least one Class of Claims that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider. As a result thereof, the requirements of Section 1129(a)(10) of the Bankruptcy Code have been satisfied.

FF. ***Section 1129(a)(11)—Feasibility of the Plan***. The evidence proffered or adduced at, or prior to, the Combined Hearing in connection with the feasibility of the Plan is reasonable, persuasive, and credible. As a result thereof, the requirements of Section 1129(a)(11) of the Bankruptcy Code have been satisfied.

GG. ***Section 1129(a)(12)—Payment of Bankruptcy Fees***. The Plan provides that the Debtors or the Liquidating Debtors (or the Disbursing Agent on behalf of each of the Debtors or Liquidating Debtors) shall pay all fees payable under section 1930 of title 28, United States Code on and after the Effective Date until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or dismissed. As a result thereof, the requirements of Section 1129(a)(12) of the Bankruptcy Code have been satisfied.

HH. ***Section 1129(a)(13)—Retiree Benefits***. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits at levels established pursuant to Section 1114 of the Bankruptcy Code. The Debtors do not have obligations to pay retiree benefits and, therefore, Section 1129(a)(13) of the Bankruptcy Code, to the extent applicable to the Debtors, is satisfied.

II. Sections 1129(a)(14), (15), and (16)—Domestic Support Obligations; Unsecured Claims Against Individual Debtors; Transfers by Nonprofit Organizations. None of the Debtors have domestic support obligations, are individuals, or are nonprofit organizations. Therefore, Sections 1129(a)(14), (15), and (16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

JJ. ***Section 1129(b)—No Unfair Discrimination; Fair and Equitable***. The Debtors have demonstrated that the Plan complies with Section 1129(b) of the Bankruptcy Code. The Plan does not discriminate unfairly with respect to the treatment of Class 6 (Sorrento Equity Interests) or, to the extent applicable, Class 4 (Intercompany Claims) (which may potentially be Impaired with no recovery and thus deemed to reject). The Plan's treatment of Class 6 is proper because it is the only class of Equity Interests held by non-Debtors and is not similarly situated to any other Classes given its distinctly different legal character. To the extent applicable, the Plan's treatment of Class 4 is proper because it is the only class of Intercompany Claims and is not similarly situated to any other Classes given its distinctly different legal character. The Plan is "fair and equitable" with respect to Class 6 (and Class 4, to the extent applicable) because the Plan complies with the "absolute priority" rule of Section 1129(b)(2)(C) because (i) there are no Classes junior to Class 6 (or Class 4, to the extent applicable) that will receive or retain any property under the Plan and (ii) no Holders of Claims in any Classes senior to Class 6 (or Class 4, to the extent applicable) will be paid more than 100% of their Allowed Claims. Accordingly, the Plan does not discriminate

unfairly with respect to, and is fair and equitable with respect to, Class 6 (and Class 4, to the extent applicable)—thus satisfying the requirements of Bankruptcy Code section 1129(b).

KK. ***Section 1129(c)—Only One Plan***. Other than the Plan (including any previous versions thereof), no other plan has been filed in the Chapter 11 Cases. As a result thereof, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

LL. ***Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes***. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. As a result thereof, the requirements of Section 1129(d) of the Bankruptcy Code have been satisfied.

MM. ***Not Small Business Cases***. The Chapter 11 Cases are not small business cases and, thus, Section 1129(e) of the Bankruptcy Code is not applicable to the Chapter 11 Cases.

NN. ***Satisfaction of Confirmation Requirements***. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

OO. ***Disclosure***. The Debtors have disclosed all material facts regarding the Plan, including but not limited to the Liquidation Trust Agreement and the distributions to be made in accordance with the Plan.

PP. ***Satisfaction of Conditions Precedent***. By entry of this Order, each of the conditions precedent to confirmation of the Plan, as set forth in Article IX.A of the Plan, has been satisfied or waived in accordance with the provisions of the Plan.

QQ. ***Implementation***. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement (which includes the Liquidation Trust

Agreement), have been negotiated in good faith, have been negotiated at arm's-length, and are in the best interests of the Debtors and the Liquidating Debtors and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal or state law. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors or the Liquidating Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to execute and deliver all agreements, documents, instruments, and certificates relating to the Plan or the Liquidation Trust Agreement and to perform their obligations thereunder.

RR. ***Plan Supplement***. The filing and notice of the Plan Supplement were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, all other applicable laws, rules, and regulations, and no other or further notice is or shall be required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors are authorized to alter, amend, update, modify, or supplement the Plan Supplement before the Effective Date. All parties were provided due, adequate, and sufficient notice of the Plan Supplement, and the filing of any further supplements thereto will provide due, adequate, and sufficient notice thereof.

SS. ***Modifications to the Plan***. Pursuant to, and in compliance with, Section 1127 of the Bankruptcy Code, the Debtors made certain modifications to the Plan as reflected therein following solicitation thereof (the "Plan Modifications"). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (b) cause the Plan to fail to meet the requirements of Sections 1122 or 1123 of the Bankruptcy Code, (c) materially or adversely affect or change the treatment of any

Claims or Equity Interests, (d) require re-solicitation of any Holders of Claims, or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the Plan Modifications were adequate, and no other or further notice of the Plan Modifications is necessary or required. In accordance with Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims that voted to accept the Plan or that are conclusively presumed to have accepted the Plan, as applicable, are deemed to have accepted the Plan as modified by the Plan Modifications. No Holder of a Claim that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Plan Modifications.

TT. To the extent this Confirmation Order contains modifications to the Plan, such modifications were made to address objections and informal comments received from various parties in interest. All modifications to the Plan that have been made are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Combined Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for confirmation.

UU. ***Executory Contracts and Unexpired Leases***. The Debtors have exercised reasonable business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases as set forth in Article VI of the Plan, the Plan Supplement, this Confirmation Order or otherwise. Each assumption or rejection of an Executory Contract or Unexpired Lease in accordance with Article VI of the Plan, the Plan Supplement, this Confirmation Order or otherwise shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor counterparties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption or rejection had been authorized and effectuated pursuant to a separate

order of the Court that was entered pursuant to Section 365 of the Bankruptcy Code prior to the Confirmation Date.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. ***Confirmation***. The Plan (attached hereto as Exhibit 1) and Plan Supplement (as such may be amended by this Confirmation Order or in accordance with the Plan, and which amendments are hereby incorporated into and constitute a part of the Plan) and each of the provisions thereof, as may be modified by this Confirmation Order, are confirmed in each and every respect pursuant to Section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement (including the Liquidation Trust Agreement), and any amendments, modifications and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto), and the execution, delivery, and performance thereof by the Debtors or the Liquidating Debtors, as applicable, are authorized and approved. Without any further notice to or action, order, or approval of the Court, the Debtors, the Liquidating Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with and subject to the Plan. As set forth in the Plan, the documents comprising the Plan Supplement and all other documents contemplated by the Plan, once finalized and executed, shall constitute legal, valid, binding, and authorized rights and obligations of the respective parties thereto, enforceable in accordance with their terms.

2. ***Disclosure Statement Approved***. The Disclosure Statement (a) contains adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act, (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect

to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects on a final basis.

3. ***Objections***. Based upon the record of the Combined Hearing and the Chapter 11 Cases, any and all objections, responses, statements, reservation of rights, and comments in opposition, if any, to entry of this Confirmation Order, whether formal or informal, that have not been consensually resolved, waived, settled, or withdrawn are overruled and denied on the merits pursuant to this Confirmation Order.

4. ***Compromise of Controversies***. For the reasons stated herein, the Plan constitutes a good faith, arm's-length compromise and settlement of all Claims or controversies relating to the rights that a holder of a Claim, or any assignees thereof, may have with respect to any Allowed Claim or any distribution to be made or obligation to be incurred pursuant to the Plan, and the entry of this Confirmation Order constitutes approval of all such compromises and settlements.

5. ***Binding Effect; Federal Rule of Civil Procedure 62(a)***. Immediately upon the entry of this Confirmation Order: (a) this Confirmation Order and the provisions of the Plan shall be binding upon (i) the Debtors, (ii) the Liquidating Debtors, (iii) the Liquidation Trust and the Liquidation Trustee, (iv) all Holders of Claims against and Equity Interests in the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (v) each Person acquiring property under the Plan, (vi) any other party-in-interest, (vii) any Person making an appearance in these Chapter 11 Cases, and (viii) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians; and (b) the Debtors are authorized to consummate the Plan immediately upon entry of this Confirmation Order in accordance with the terms of the Plan.

6. ***Findings of Fact and Conclusions of Law***. The findings of fact and the conclusions of law stated in this Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

7. ***Incorporation by Reference***. The terms of the Plan, the Plan Supplement, and the exhibits and schedules thereto are incorporated by reference into, and are an integral part of, this Confirmation Order. The terms of the Plan, the documents contained in the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents, shall be effective and binding as of the Effective Date.

8. ***Plan Classifications Controlling***. The classification of Claims and Equity Interests for purposes of distributions made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes, and (c) shall not be binding on the Debtors.

9. ***Transfer of Assets***. The transfer of Assets (as defined in the Liquidation Trust Agreement) from the Debtors to the Liquidation Trust (a) are or shall be legal, valid, binding and effective transfers of property, (b) vest or shall vest the Liquidation Trust with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests of creditors, except as expressly provided in the Plan or this Confirmation Order, (c) do not and shall not constitute

avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law, and (d) do not and shall not subject the Debtors, the Liquidating Debtors, or the Liquidation Trust to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability. In connection with the vesting and transfer of Assets to the Liquidation Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors and the Trustee (at the direction of the Advisory Board (as defined in the Liquidation Trust Agreement), if applicable) shall take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, the following shall not be considered estate property and thus shall not be transferred to the Liquidation Trust: (i) attorney work product not shared with the client or professionals retained by the Debtors, other than counsel retained by the Debtors; and (ii) communications solely between or among counsel retained by the Debtors and not including the client or other professionals retained by the Debtors.

10. ***Automatic Stay***. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases under Sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in Article X of the Plan and/or Sections 524 and 1141 of the Bankruptcy Code. Upon the Effective Date, the injunction provided in Article X of the Plan shall apply. Notwithstanding anything to the contrary in this paragraph, nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security

agreements, leases, mortgages, trust agreements, and bills of sale) or the taking of such other actions as are necessary or appropriate to effectuate the transactions specifically contemplated by the Plan or by this Confirmation Order prior to the Effective Date.

11. ***Waiver or Estoppel***. Except as otherwise set forth in the Plan or this Confirmation Order, each Holder of a Claim or an Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan or papers filed with the Court before the Confirmation Date.

12. ***Rejection of Executory Contracts and Unexpired Leases***. Except as otherwise provided in the Plan, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan and the Plan Supplement, as of the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, unless such contract or lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of another motion to assume Filed on or before the Confirmation Date; or (d) is set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases (in the Plan Supplement). Subject to the payment of any Cure Claim, the assumption of any Executory Contract or Unexpired Lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting assignment, the change in control or ownership interest composition, or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before or on the date that the Debtors assume such Executory Contract or Unexpired Lease. This

Confirmation Order shall constitute an order of this Court approving such rejections and assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, the Debtors shall have the right to amend the Schedule of Assumed Executory Contracts and Unexpired Leases before the Effective Date. In addition, notwithstanding the foregoing, the Debtors, the Liquidating Debtors, and the Liquidation Trust shall have the right to terminate, amend, or modify any intercompany contracts, leases or other agreements without approval of this Court.

13. ***Claims for Rejection Damages***. All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Court and served upon counsel for the Liquidating Debtors and the Liquidation Trust within thirty days after the later of (i) the date of entry of an order of the Court (including this Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the Effective Date). Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim, provided that if such Claim is secured by a lien on property in which the Debtors have an interest, such Claim shall be secured to the extent provided in section 506(a) of the Bankruptcy Code. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from asserting such claim against the Debtors, the Liquidating Debtors, the Estates or the property of the Debtors or the Liquidating Debtors, or the Liquidation Trust.

14. ***Settlement Payments***. On and after the Confirmation Date, the Debtors (or, from and after the Effective Date, the Liquidating Debtors or the Liquidation Trust in accordance with the Liquidation Trust Agreement) are authorized to enter into settlement agreements with respect

to Claims or Causes of Action asserted against the Debtors or their Estates and to pay any amounts due and owing thereunder.

15. ***Plan Distributions***. On and after the Effective Date, distributions on account of Allowed Claims and Allowed Equity Interests, if any, and the resolution and treatment of Disputed Claims or Equity Interests shall be effectuated pursuant to Article VII of the Plan.

16. ***Operation as of the Effective Date***. To the extent applicable, on and after the Effective Date, subject to the terms of the Liquidation Trust Agreement, each Liquidating Debtor and the Liquidation Trust may operate their business (as applicable) and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, or Causes of Action without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

17. ***Liquidation Trust; Liquidation Trustee***. On the Effective Date, the Debtors or Liquidation Debtors shall execute the Liquidation Trust Agreement and shall take all steps necessary to establish the Liquidation Trust in accordance with the Plan and for the benefit of the Trust Beneficiaries (as defined in the Liquidation Trust Agreement). The appointment of David Weinhoffer to serve as the Liquidation Trustee is approved in all respects. The Liquidation Trustee is authorized to carry out all the rights and duties set forth in the Plan and the Liquidation Trust Agreement.

18. ***Wind-Down and Dissolution***. From and after the Effective Date, the Liquidating Debtors (a) shall be deemed to have withdrawn their business operations from any state in which the Liquidating Debtors were previously conducting operations and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, and (b) shall not be liable in any manner to any taxing authority for franchise, business, license, or

similar taxes accruing on or after the Effective Date. Upon completion of the Wind-Down, the Liquidating Debtors shall file a certificate of completion in the Chapter 11 Cases and, upon such filing, be deemed dissolved without further order of the Court or action by the Liquidating Debtors, provided that the Liquidating Debtors or the Liquidation Trust shall be authorized to file certificates of cancellation and any other documents with the secretary of state in which such dissolved Liquidating Debtor is formed or any other jurisdiction.

19. ***Filing and Recording***. This Confirmation Order (a) is and shall be effective as a determination that, except as otherwise provided in the Plan or this Confirmation Order or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date, all Claims existing prior to such date have been unconditionally released and settled as set forth in the Plan and (b) is and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any stamp or similar tax or governmental assessment imposed by state or local law.

20. ***Exculpation***. The following exculpations set forth in Article X.B of the Plan are authorized and approved:

> **Except as otherwise specifically provided in [the] Plan, from and after the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Covered Claim, obligation, Cause of Action or liability for any Covered Claim, and in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to [the] Plan. The exculpation hereunder will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.**
>
> **Except as otherwise specifically provided in [the] Plan, from and after the Effective Date, pursuant to and in accordance with section 1125(e) of the Bankruptcy Code, no Protected Party shall have or incur, and each Protected Party is hereby exculpated from, any Claim, obligation, Cause of Action or liability related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (to the extent applicable).**

21. ***Injunction***. The following injunction provisions in Article X.C of the Plan are authorized and approved:

> **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN [THE] PLAN OR CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR CREATED PURSUANT TO [THE] PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, EQUITY INTERESTS, OR CAUSES OF ACTION THAT ARE SUBJECT TO EXCULPATION OR SETTLEMENT ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; OR (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY EXCULPATED OR TO BE EXCULPATED OR SETTLED OR TO BE SETTLED PURSUANT TO [THE] PLAN OR THE CONFIRMATION ORDER AGAINST ANY EXCULPATED PARTY (OR THE PROPERTY OR**

ESTATE OF ANY SUCH EXCULPATED PARTY). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

No Person or Entity (other than the Liquidation Trust, the Liquidation Trustee, or any of its representatives, successors, or assigns) who has held, holds, or may hold Claims, Equity Interests, or Causes of Action may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Liquidating Debtors, or the Protected Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Claim, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Liquidating Debtor, or Protected Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Liquidating Debtor, Protected Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

22. ***Effectiveness of All Actions***. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of, the Court, or further action by the respective officers, directors, members, or stockholders of the Debtors or Liquidating Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, members, or stockholders.

23. ***Approval of Consents and Authorization To Take Acts Necessary To Implement Plan***. Pursuant to Section 1142(b) of the Bankruptcy Code, section 303 of the Delaware General Corporation Law, and any comparable provision of the business corporation laws of any other

state, the Debtors, the Liquidating Debtors, and the officers, directors, and members of the Liquidating Debtors are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the corporate actions and transactions contemplated thereunder, whether or not such action is specifically contemplated by the Plan or this Confirmation Order, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan, and the obligations thereunder shall constitute legal, valid, binding, and authorized obligations of each of the respective parties thereto, enforceable in accordance with their terms.

24. No further approval by the Court shall be required for any action, transaction, or agreement that the management of the Debtors determines is necessary or appropriate to implement and effectuate or consummate the Plan, whether or not such action, transaction, or agreement is specifically contemplated in the Plan or this Confirmation Order. This Confirmation Order shall further constitute all approvals, consents, and directions required for the Liquidating Debtors to act consistent with the Plan and the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any other acts and transactions referred to in or contemplated by the Plan.

25. Unless specifically directed by this Confirmation Order or the Plan, no further action of the Debtors or the Liquidating Debtors shall be necessary to perform any act to comply with, implement, and effectuate the Plan. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtors or the Liquidating Debtors to take any and all actions necessary or appropriate to

implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order, including authorizing the entry into all agreements necessary to effectuate the Plan.

26. ***Applicable Non-Bankruptcy Law***. The provisions of this Confirmation Order, the Plan, and all related documents (including, without limitation, the Liquidation Trust Agreement), and any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law, rule, or regulation of any state, federal, or other governmental authority.

27. ***Governmental Approvals Not Required***. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the implementation or consummation of the Plan, any certifications, documents, instruments, or agreements (including, without limitation, the Liquidation Trust Agreement), and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan.

28. ***Confirmation Order Supersedes***. This Confirmation Order shall supersede any Court orders issued prior to the Confirmation Date that are inconsistent with this Confirmation Order.

29. ***Notice of Entry of Confirmation Order***. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), the Debtors shall promptly after entry of this Confirmation Order file notice of entry of this Confirmation Order substantially in the form annexed hereto as Exhibit B (the "Notice of Confirmation"), and shall cause the Notice of Confirmation to be served on the parties on whom the Combined Notice was served within ten Business Days after the date of entry of this Confirmation Order or as soon as reasonably practicable thereafter. Such notice is adequate under

the particular circumstances and no other or further notice is necessary. The Notice of Confirmation substantially in the form annexed hereto as Exhibit B is approved.

30. ***Notice of Effective Date***. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), the Liquidating Debtors shall promptly after the occurrence of the Effective Date file notice of the Effective Date substantially in the form annexed hereto as Exhibit C (the "Notice of Effective Date"), and shall cause the Notice of Effective Date to be served on the parties on whom the Combined Notice was served within ten Business Days after the Effective Date or as soon as reasonably practicable thereafter. Such notice is adequate under the particular circumstances and no other or further notice is necessary. The Notice of Effective Date substantially in the form annexed hereto as Exhibit C is approved.

31. ***Substantial Consummation***. On the Effective Date, the Plan shall be deemed to be substantially consummated under Section 1101(2) of the Bankruptcy Code.

32. ***Failure To Consummate Plan***. The Plan shall not become effective unless and until the conditions set forth in Article IX.B of the Plan have been satisfied or waived pursuant to Article IX.C of the Plan. If the Effective Date does not occur, then the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors, (b) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

33. ***Modification of Plan***. Without need for further order or authorization of the Court, the Debtors or the Liquidating Debtors, subject to the limitations and rights contained in the Plan, may (a) amend or modify the Plan, in accordance with Section 1127(b) of the Bankruptcy Code or

(b) remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. A Holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of such Claim or Interest of such Holder.

34. ***References to Plan Provisions***. The failure to include or reference any particular provision of the Plan or Plan Supplement in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety and such provisions shall have the same binding effect, enforceability, and legality as every other provision of the Plan. Each term and provision of the Plan, as it may have been altered or interpreted by the Court, is valid and enforceable pursuant to its terms.

35. ***Governmental Agencies***. Nothing in the Plan or this Confirmation Order is intended to affect the police or regulatory activities of governmental agencies.

36. ***Kilroy & HCP***. Notwithstanding anything in the Plan or this Confirmation Order to the contrary: (i) nothing in the Plan shall, in any way, modify or impair Kilroy Realty, L.P.'s ("Kilroy"), HCP Life Science REIT, Inc.'s ("HCP Life Science") and HCP University Center West LLC's ("HCP University," and together with HCP Life Science, "HCP") rights under applicable law to setoff and apply any security deposits securing (a) that certain lease between Sorrento and Kilroy dated as of September 10, 2021, for the premises located at 4690 Executive Drive, San Diego, California (as the same may have been amended, the "Kilroy Lease"), (b) that certain lease between Sorrento and HCP University dated February 3, 2015 for premises located at 9380 Judicial Drive, San Diego, CA 92121 (as amended, the "Judicial Drive Lease"), (c) that certain lease between Sorrento and HCP Life Science (as successor to HCP Life Science Estates, Inc.) dated

November 13, 2018 for premises located at 4939 Directors Place, San Diego, CA 92121 (as amended, the "4939 Lease"), (d) that certain lease between Sorrento and HCP Life Science dated September 8, 2016 for premises located at 4955 Directors Place, San, Diego, CA 92121 (as amended, the "4955 Lease"), (e) that certain lease between the Sorrento and HCP Life Science dated March 15, 2021 for premises located at 4921 Directors Place, San Diego, CA 92121 (as amended, the "4921 Lease"), and (f) that certain lease between Sorrento and HCP Life Science dated September 1, 2021 for premises located at 4930 Directors Place, San Diego, CA 92121 (as amended, the "4930 Lease," and together with the Judicial Drive Lease, the 4939 Lease, the 4955 Lease, and the 4921 Lease, the "HCP Leases") against the rejection damages Kilroy and HCP suffered as a result of the Debtors' rejection of the Kilroy Lease and any of the HCP Leases or that HCP will suffer upon the future rejection of any HCP Lease; (ii) Kilroy and HCP shall be entitled to setoff the security deposit effective immediately upon the entry of this Confirmation Order; (iii) the automatic stay is hereby modified as to Kilroy and HCP as necessary to allow for Kilroy and HCP to effectuate such setoff immediately upon entry of this Confirmation Order; and (iv) Kilroy's and HCP's remaining claim(s) shall be Allowed until an objection to allowance has been filed under section 502 of the Bankruptcy Code by a party in interest; *provided, however*, that nothing in this provision of the Confirmation Order, in any way, modifies or impairs Kilroy's or HCP's remaining claim(s) and the rights of all parties in interest (including but not limited to the Debtors, the Liquidating Debtors, the Unsecured Creditors' Committee, the Liquidation Trust, and the Liquidation Trustee) to object to Kilroy's and HCP's remaining claim(s) are reserved.

37. ***JB Pacific***. Unless by agreement of JB Pacific or court order, JB Pacific's executory contracts, as well as the real estate leases covering property interests that are subject to JB Pacific's three Mechanics Liens, shall not be assumed or assigned unless the Debtors comply

with 365(b)(1)(A) of the Bankruptcy Code. Notwithstanding anything to the contrary in the Plan, JB Pacific's claim no. 161, as such claim may be amended or revised, remains subject to 502(a) of the Bankruptcy Code.

38. ***Further Assurances***. The Debtors or the Liquidating Debtors, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or this Confirmation Order.

39. ***Conflicts Between Confirmation Order and Plan***. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided*, *however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

40. ***Nonseverability of Plan Provisions Upon Confirmation***. Each provision of the Plan is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (c) nonseverable and mutually dependent.

41. ***Final Order***. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

42. ***Integration of Plan and Confirmation Order Provisions***. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are integrated with each other and are mutually nonseverable and mutually dependent.

43. ***Effectiveness of Order***. This Confirmation Order is and shall be deemed to be a separate order with respect to each Debtor for all purposes.

44. ***Retention of Jurisdiction***. To the fullest extent permitted by applicable law, and notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising in, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Sections 105(a) and 1142 of the Bankruptcy Code.

45. ***Reversal***. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan and any amendments or modifications thereto.

Signed: December 12, 2023

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT A

Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

MODIFIED JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

JACKSON WALKER LLP
Matthew D. Cavenaugh
Kristhy M. Peguero
Genevieve M. Graham
1401 McKinney Street, Suite 1900
Houston, TX 77010
Telephone: (713) 752-4200

LATHAM & WATKINS LLP
Caroline A. Reckler
Ebba Gebisa
Jonathan C. Gordon
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700

– and –

Jeffrey E. Bjork
Kimberly A. Posin
Isaac J. Ashworth
335 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234

Dated: November 16, 2023

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

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INTRODUCTION

Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc., as debtors in the above-captioned Chapter 11 Cases, propose this joint plan of liquidation under chapter 11 of the Bankruptcy Code.

Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Equity Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of (among other things) the Debtors' history and businesses, as well as a summary of the Plan and certain related matters, including distributions to be made under the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

2. "*Accrued Professional Compensation*" means, at any given date, all accrued and/or contingent fees and reimbursable expenses (including, without limitation, success fees in accordance with the applicable engagement letter with the Debtors) for legal, financial advisory, accounting and other professional services rendered on or before the Effective Date by any Professional in the Chapter 11 Cases that are awardable and allowable under section 328, 330(a) or 331 of the Bankruptcy Code, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

3. "*Administrative Claim*" means a Claim (other than a Fee Claim) for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses pursuant to section 328, 330(a) or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of the Judicial Code; (d) compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (e) the DIP Facility Claims; and (f) the Cure Claims.

4. "*Administrative Claims Bar Date*" means (a) for Administrative Claims arising between the Petition Date and the Confirmation Date, the date that is the 30th day after the Confirmation Date, (b) for Administrative Claims arising between the Confirmation Date and the Effective Date, the date that is the 30th day after the Effective Date, or (c) such other date as is ordered by the Bankruptcy Court.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means, with respect to any Claim or Equity Interest (or any portion thereof): (a) any Claim or Equity Interest (i) as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court (including but not limited to the Claims Objection Deadline) and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, either before or after the Effective Date; (b) any Claim or Equity Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or different amount; (c) any Claim or Equity Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors, the Liquidation Trustee, or the Liquidating Debtors, as applicable; (d) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court; or (e) any Claim or Equity Interest expressly deemed Allowed by this Plan. "Allow," "Allows," and "Allowing" shall have correlative meanings.

7. "*Avoidance Actions*" means any and all Causes of Action which any of the Debtors, the Estates, or other appropriate party in interest has asserted or may assert under section 502, 510, 542, 544, 545, or 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. "*Ballots*" means the ballots accompanying the Disclosure Statement upon which Holders of Claims in the Voting Class shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which Ballots must be actually received by the Solicitation Agent on or before the Voting Deadline as set forth in the Ballot.

9. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court, as each may be amended from time to time.

12. "*Bar Date*" means the applicable date established by the Bankruptcy Court by which respective Proofs of Claims and Interests must be filed.

13. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

14. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

15. "*Causes of Action*" means any action, cause of action (including Avoidance Action), claim, interest, liability, obligation, right, suit, debt, dues, sum of money, damages, reckoning, right to payment and claims, controversy, guaranty, account, covenant, promise, judgment, remedy, demand, setoff, power, privilege, license, defense, recoupment, cross claim, counterclaim, third-party claim, reimbursement claim, indemnity claim, contribution claim or any other claim, whether known or unknown, contingent or non-contingent, matured or unmatured, disputed or undisputed, suspected or unsuspected, liquidated or unliquidated, secured or unsecured, foreseen or unforeseen, direct, derivative, or indirect, choate or inchoate, existing or hereafter arising, in contract or in tort, in law, in equity or pursuant to any other theory of law, whether arising before, on or after the Petition Date and also includes, without limitation: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action or state law fraudulent transfer claim.

16. "*Certificate*" means any instrument evidencing a Claim or Equity Interest.

17. "*Change of Control Provision*" means any provision in any agreement, contract, or other document of the Debtors, including any Executory Contract or Unexpired Lease (including, without limitation, any direct or indirect "change in control", "change of control" or "anti-assignment" provision, or provision with words of similar import) that, directly or indirectly, (a) prohibits, restricts or conditions (or purports to prohibit, restrict or condition) (i) any Debtor's or any Liquidating Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (ii) the Confirmation or Consummation of this Plan or (b) modifies (or permits the termination or modification of) such Executory Contract or Unexpired Lease or the Debtors' rights or obligations thereunder, including through an increase, acceleration or other alteration of any obligations or liabilities or the creation or imposition of any Lien, as a result of, or is breached by (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Liquidating Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, including any conversion of the form of entity of any of the Debtors or Liquidating Debtors, any change of control or ownership interest composition of the Debtors or Liquidating Debtors, or any other transactions described in Article V hereof.

18. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

20. "*Claims Bar Date Order*" means that *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* [Docket No. 856].

21. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a)(i) with respect to Administrative Claims, 150 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims, 180 days after the Effective Date, and (b) such other deadline as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

22. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

23. "*Combined Hearing*" means the hearing held by the Bankruptcy Court pursuant to (i) section 1128 of the Bankruptcy Code to consider Confirmation of this Plan and (ii) section 1125 of the Bankruptcy Code to consider approval of the Disclosure Statement on a final basis, as such hearing may be adjourned or continued from time to time.

24. "*Combined Hearing Notice*" means a notice to parties in interest of the date and time of the Combined Hearing, the Combined Objection Deadline, and the Voting Deadline.

25. "*Combined Objection Deadline*" means the deadline by which all objections to final approval of the Disclosure Statement and Confirmation of the Plan.

26. "*Committee*" means any statutory committee (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time, including the Equity Security Holders' Committee and the Unsecured Creditors' Committee.

27. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

28. "*Confirmation Date*" means the date upon which Confirmation occurs.

29. "*Confirmation Order*" means the order or orders of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

30. "*Consummation*" means the occurrence of the Effective Date.

31. "*Covered Claim*" means any Claim or Cause of Action related to any act or omission on or after the Petition Date and prior to the Effective Date in connection with, relating to or arising out of the Debtors' in- or out-of-court restructuring efforts, the Debtors' Chapter 11 Cases, the DIP Facilities, the Mediation, the Scilex Stock Sale and any other section 363 sales by the Debtors, the formulation, preparation, dissemination, negotiation, solicitation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the offering, issuance, sale, and/or distribution of property under this Plan or any other agreement (including any securities, to the extent applicable); provided, however, that Covered Claims shall not include: (i) any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, criminal conduct or fraud, and/or (ii) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court.

32. "*Cure Claim*" means the Claim of any counterparty to any Executory Contract or Unexpired Lease, based upon a monetary default, if any, by any Debtor on such Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

33. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers and officers of the Debtors or the

Liquidating Debtors, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring prior to the Effective Date) for directors', managers' and officers' liability maintained by the Debtors or the Liquidating Debtors on or before the Effective Date.

34. "*Debtor*" means each of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc.

35. "*DIP Facilities*" means the Replacement DIP Facility, the Senior DIP Facility, and the Junior DIP Facility.

36. "*DIP Facility Claims*" means the Replacement DIP Facility Claims, the Senior DIP Facility Claims, and the Junior DIP Facility Claims.

37. "*DIP Facility Credit Agreements*" means the Replacement DIP Facility Credit Agreement, the Senior DIP Facility Credit Agreement, and the Junior DIP Facility Credit Agreement.

38. "*DIP Facility Lenders*" means the Replacement DIP Facility Lender, the Senior DIP Facility Lender, and the Junior DIP Facility Lender.

39. "*DIP Facility Loan Documents*" means the Replacement DIP Facility Loan Documents, the Senior DIP Facility Loan Documents, and the Junior DIP Facility Loan Documents.

40. "*DIP Orders*" means the Replacement DIP Order, the Senior DIP Orders, and the Junior DIP Orders.

41. "*Disbursing Agent*" means, as applicable, the Liquidating Debtors, the Solicitation Agent, the Liquidation Trustee, or the Entity or Entities chosen by the Liquidating Debtors in their sole discretion to make or facilitate distributions pursuant to this Plan; provided, however, that the Solicitation Agent will only coordinate distributions as directed by the Liquidating Debtors.

42. "*Disclosure Statement*" means the disclosure statement to be filed with respect to this Plan, as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto.

43. "*Disputed*" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed, but that has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order.

44. "*Distribution Record Date*" means the date for determining which Holders of Claims and Equity Interests are eligible to receive initial distributions under the Plan, which date shall be the Confirmation Date.

45. "*DTC*" means The Depository Trust Company.

46. "*Effective Date*" means the date that is the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

47. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

48. "*Equity Interest*" means: (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants, or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Entity to purchase or demand the issuance of any of the foregoing in any of the Debtors, and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

49. "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

50. "*Equity Security Holders' Committee*" means the statutory committee of Equity Security Holders appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on April 10, 2023 (as subsequently reconstituted from time to time, including on April 14, 2023) [Docket No. 448].

51. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

52. "*Exculpated Party*" means each of: (a) the Debtors, (b) the Committees, and (c) the Committees' members, in their capacity as such.

53. "*Exculpation*" means the exculpation provision set forth in Article X.B hereof.

54. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

55. "*Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred during the Chapter 11 Cases, through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 502(b)(4), or 503(b)(5) of the Bankruptcy Code.

56. "*File,*" "*Filed*" or "*Filing*" means file, filed or filing in the Chapter 11 Cases with the Bankruptcy Court or other court of competent jurisdiction.

57. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari

or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no stay pending appeal or modification of such order or has otherwise been dismissed with prejudice, provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

58. "*General Administrative Claim*" means any Administrative Claim, other than (i) DIP Facility Claims, (ii) Cure Claims, (iii) Fee Claims, or (iv) a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

59. "*General Unsecured Claim*" means any Claim against any of the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Fee Claim, an Other Secured Claim, an Intercompany Claim, a DIP Facility Claim, or a 510(b) Equity Claim.

60. "*Governmental Unit*" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

61. "*Holder*" means any Person or Entity holding a Claim or an Equity Interest.

62. "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

63. "*Impaired Class*" means a Class that is Impaired.

64. "*Intercompany Claim*" means any Claim held by a Debtor.

65. "*Junior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $20,000,000 provided by the Junior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Junior DIP Facility Credit Agreement.

66. "*Junior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Junior DIP Facility Credit Agreement or any other Junior DIP Facility Loan Documents.

67. "*Junior DIP Facility Credit Agreement*" means that certain Junior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of July 28, 2023, entered into by and among the Debtors, as Borrowers, and the Junior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

68. "*Junior DIP Facility Lender*" means Scilex Holding Company and, if applicable, any successor entity.

69. "*Junior DIP Facility Loan Documents*" means the Junior DIP Facility Credit Agreement, the Junior DIP Orders and all other related agreements and documents executed in connection with the Junior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

70. "*Junior DIP Orders*" means the Junior Interim DIP Order and the Junior Final DIP Order, as applicable.

71. "*Junior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on a final basis [Docket No. 1112].

72. "*Junior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on an interim basis [Docket No. 997].

73. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

74. "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

75. "*Liquidating Debtors*" means the Debtors after the Effective Date.

76. "*Liquidation Trust*" means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the Liquidation Trust Agreement.

77. "*Liquidation Trust Agreement*" means the document creating and governing the Liquidation Trust (including any ancillary documents expressly referenced and incorporated therein), which shall, to the extent applicable, be included in the Plan Supplement.

78. "*Liquidation Trust Assets*" means any and all assets of the Liquidation Trust.

79. "*Liquidation Trust Causes of Action*" means all Causes of Action held by the Estates, each of which shall be transferred from the Debtors to the Liquidation Trust, with further details to be set forth in the Plan Supplement (to the extent applicable).

80. "*Liquidation Trust Recovery*" means the distribution available to Holders of Allowed Claims from the Liquidation Trust Assets, all as set forth in and pursuant to the Liquidation Trust Agreement and the terms herein; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Holders of Allowed Equity Interests.

81. "*Liquidation Trustee*" means the trustee of the Liquidation Trust.

82. "*Mediation*" means the mediation conducted in these Chapter 11 Cases by the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas regarding the Chapter 11 Cases generally, including but not limited to various litigation matters between the Debtors and the Nant Parties.

83. "*Mediation Settlement*" means the settlement set forth in the Mediation Settlement Order.

84. "*Mediation Settlement Order*" means the *Order Approving and Implementing Mediation Settlement and Granting Related Relief* [Docket No. 1205], including any exhibits, schedules and supplements thereto.

85. "*Nant Parties*" means Immunotherapy NANTibody, LLC, NantCell, Inc., NantPharma, LLC, and their Related Parties (as defined in the Mediation Settlement Order).

86. "*Non-Voting Classes*" means, collectively, all Classes other than Class 3.

87. "*Omnibus Objections*" means objections to more than one claim, including objections on the grounds set forth in Bankruptcy Rule 3007(d) or any other grounds, which omnibus objections shall be permitted and approved upon entry of the Confirmation Order.

88. "*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim, (b) a DIP Facility Claim, or (c) a Priority Tax Claim.

89. "*Other Secured Claim*" means any Secured Claim that is not a DIP Facility Claim or Priority Tax Claim.

90. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

91. "*Petition Date*" means February 13, 2023.

92. "*Plan*" means this *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated November 16, 2023, and all exhibits, supplements (including the Plan Supplement), appendices, and schedules hereto (each of which is incorporated herein by reference and made part of the Plan as if set forth herein), in each case, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

93. "*Plan Administration Process*" means the process of objecting to or Allowing Claims on or after the Effective Date and undertaking any other obligations of the Liquidating Debtors under the Plan, all in accordance with the Liquidation Trust Agreement.

94. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be Filed on notice to parties-in-interest, including, but not limited to, the following (as applicable): (a) the Liquidation Trust Agreement; (b) the Schedules of assumed or rejected Executory Contracts and Unexpired Leases; (c) the Schedule of D&O Liability Insurance Policies; and (d) the Schedule of Liquidation Trust Causes of Action.

95. "*Plan Supplement Filing Date*" means the date that is the earlier of at least seven days prior to (i) the Voting Deadline and (ii) the Combined Objection Deadline.

96. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

97. "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in that Class.

98. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Final Order in accordance with section 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

99. *"Professional Fee Claims Reserve"* means a Cash reserve established and maintained by the Debtors or the Liquidating Debtors, as applicable, to pay in full in Cash Accrued Professional Compensation to the extent Allowed.

100. "*Proof of Claim*" means a proof of Claim Filed against either Debtor in the Chapter 11 Cases.

101. "*Protected Party*" means each of: (a) the Debtors, (b) the Committees, (c) the Committees' members, in their capacity as such, (d) Mohsin Meghji, in his capacity as Chief Restructuring Officer of the Debtors, and (e) the Related Persons of each of the foregoing.

102. "*Reinstated*" means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(B)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

103. "*Related Persons*" means, with respect to a Person, each of such Person's financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, and employees (other than current and former directors, officers (other than the

Debtors' Chief Restructuring Officer), managers, managing members, principals, partners, members, and observers), each in their capacity as such.

104. "*Remaining Case*" means the Chapter 11 Case of Sorrento Therapeutics, Inc.

105. "*Replacement DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $100,000,000 provided by the Replacement DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Replacement DIP Facility Credit Agreement.

106. "*Replacement DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Replacement DIP Facility Credit Agreement or any other Replacement DIP Facility Loan Documents.

107. "*Replacement DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of August 9, 2023, entered into by and among the Debtors, as Borrowers, and the Replacement DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

108. "*Replacement DIP Facility Lender*" means Oramed Pharmaceuticals, Inc. and, if applicable, any successor entity.

109. "*Replacement DIP Facility Loan Documents*" means the Replacement DIP Facility Credit Agreement, the Replacement DIP Order, and all other related agreements and documents executed in connection with the Replacement DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

110. "*Replacement DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Replacement DIP Facility and the use of cash collateral on a final basis [Docket No. 1184].

111. "*Scilex Stock Sale*" means the sale approved by the Bankruptcy Court in the Scilex Stock Sale Order.

112. "*Scilex Stock Sale Order*" means the *Order (I) Approving Sale of Scilex Stock to Scilex Holding Company Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Conditionally Vacating the Oramed Sale Order, and (III) Granting Related Relief* [Docket No. 1316], entered by the Bankruptcy Court on September 19, 2023.

113. "*Scintilla*" means Scintilla Pharmaceuticals, Inc.

114. "*Scintilla Equity Interests*" means the Equity Interests in Scintilla immediately prior to the Effective Date.

115. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of

the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed as a Secured Claim.

116. "*Secured Claim*" means a Claim that is Secured.

117. "*Senior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $75,000,000 provided by the Senior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Senior DIP Facility Credit Agreement.

118. "*Senior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Senior DIP Facility Credit Agreement or any other Senior DIP Facility Loan Documents.

119. "*Senior DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of March 30, 2023, entered into by and among the Debtors, as Borrowers, and the Senior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

120. "*Senior DIP Facility Lender*" means JMB Capital Partners Lending, LLC and, if applicable, any successor entity.

121. "*Senior DIP Facility Loan Documents*" means the Senior DIP Facility Credit Agreement, the Senior DIP Orders, and all other related agreements and documents executed in connection with the Senior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

122. "*Senior DIP Orders*" means the Senior Interim DIP Order and the Senior Final DIP Order, as applicable.

123. "*Senior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on a final basis [Docket No. 324].

124. "*Senior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on an interim basis [Docket No. 113].

125. "*Solicitation Agent*" means Stretto Inc.

126. "*Sorrento*" means Sorrento Therapeutics, Inc.

127. "*Sorrento Equity Interests*" means the Equity Interests in Sorrento immediately prior to the Effective Date.

128. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

129. "*Unimpaired*" means, with respect to a Claim, Equity Interest, or Class of Claims or Interests, not "impaired" within the meaning of section 1124 of the Bankruptcy Code.

130. "*United States Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

131. "*Unsecured Creditors' Committee*" means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on February 28, 2023 (as subsequently reconstituted from time to time, including on March 28, 2023, June 7, 2023, and July 28, 2023 [Docket Nos. 313, 813, and 1123]).

132. "*Voting Class*" means Class 3.

133. "*Voting Deadline*" means the deadline by which Ballots for accepting or rejecting the Plan must be received by the Solicitation Agent, which is 4:00 p.m. (prevailing Central Time) on November 10, 2023.

134. "*Voting Record Date*" means October 18, 2023.

135. "*Wind-Down*" means the wind down of any remaining affairs of the Liquidating Debtors, as well as the dissolution and liquidation of the Liquidating Debtors' Estates after the Effective Date.

B. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) whenever from the context it is appropriate, the words "and" or "or" shall mean "and/or"; (c) unless otherwise specified, any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be in such form and on such terms and conditions; (d) unless otherwise specified, any reference in this Plan to an existing document, schedule or exhibit, whether or not Filed, shall mean such document, schedule or exhibit, as it may have been or may be amended, modified or supplemented; (e) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (f) unless otherwise specified, all references in this Plan to Articles are references to Articles of this Plan or to this Plan; (g) the words "herein," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the

interpretation of this Plan; (j) unless otherwise set forth in this Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in this Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by the Liquidating Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

In computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply. If a payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act shall instead occur on the next succeeding Business Day but shall be deemed to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of this Plan, any agreements, documents, instruments or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors or the Liquidating Debtors, as applicable, shall be governed by the laws of the state of incorporation of the applicable Debtor or Liquidating Debtor, as applicable.

E. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Liquidating Debtors

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or to the Liquidating Debtors shall mean the Debtors and the Liquidating Debtors, as applicable, to the extent the context requires.

ARTICLE II.

ADMINISTRATIVE CLAIMS, DIP FACILITY CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Debtors, the Liquidating Debtors, the Liquidation Trustee pursuant to the procedures specified in (a) the Confirmation Order and (b) the notice of entry of the Confirmation Order and the occurrence of the Effective Date, in each case of (a) and (b) as applicable, no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to Fee Claims or Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or to the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Liquidating Debtors, and the Liquidation Trustee (each as applicable) and their respective Estates (as applicable) and property. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.C hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the deadline therein for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Except with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Administrative Claim becomes Allowed, and (c) the date on which such Allowed Administrative Claim becomes due and payable in the ordinary course of business, at the option of the Debtors, one of the following treatments: (1) payment in full in Cash or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to, such Allowed Administrative Claims.

2. Fee Claims

Each Professional asserting a Fee Claim for services rendered on or before the Effective Date must File and serve on the Liquidating Debtors and such other Entities who are designated

in the Confirmation Order an application for final Allowance of such Fee Claim no later than 60 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Liquidating Debtors and the requesting Professional no later than 21 days after such final application for Allowance of such Fee Claim is Filed with the Bankruptcy Court. Each Holder of an Allowed Fee Claim shall be paid in full in Cash any Allowed Accrued Professional Compensation, including from funds held in the Professional Fee Claims Reserve, within five Business Days after entry of a Final Order of the Bankruptcy Court approving such amounts. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claims Reserve to satisfy in full Allowed Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Allowed Fee Claims due and payable by the Liquidating Debtors, as the amounts in the Professional Fee Claims Reserve are solely estimates. To the extent necessary, this Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

Except as otherwise specifically provided in this Plan, on and after the Effective Date, the Liquidating Debtors, or the Liquidation Trustee (subject to the Liquidation Trust Agreement), as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, and other fees and expenses of the Professionals or other Entities related to implementation and Consummation of this Plan incurred by the Liquidating Debtors or the Liquidation Trustee, as applicable, after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, and the Liquidating Debtors, or the Liquidation Trustee (subject to the Liquidation Trust Agreement), as applicable, may employ any Professional or other Entity in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

B. DIP Facility Claims

The Senior DIP Facility Claims were paid in full on August 9, 2023. In connection with and pursuant to the terms of the Scilex Stock Sale: (i) Scilex Holding Company assumed the Debtors' obligations under the Replacement DIP Facility; and (ii) Scilex Holding Company credit bid in full the Junior DIP Facility Claims.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors agree to less favorable treatment for such Claim or such Claim has been paid by the Debtors prior to the Effective Date, on or as soon as reasonably practicable after the latest to occur of (a) the Effective Date, (b) the date on which such Priority Tax Claim becomes Allowed, (c) the date on which such Allowed Priority Tax Claim becomes due and payable in the ordinary course of business, and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors, in full and final satisfaction, settlement, and release of, and in exchange for, each Allowed Priority Tax Claim, at the Debtors' option, each Holder of such Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the

Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors or otherwise determined by an order of the Bankruptcy Court. To the extent any Priority Tax Claim is not due and owing on the Effective Date, after such Claim becomes Allowed, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Liquidating Debtors (or the Disbursing Agent on behalf of each of the Debtors or Liquidating Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

Prior to the Effective Date, the Debtors shall timely File reports for each month (including any fraction thereof) when they become due, in a form reasonably acceptable to the U.S. Trustee. On and after the Effective Date, the Debtors or the Liquidating Debtors (or the Disbursing Agent on behalf of each of the Debtors or the Liquidating Debtors), as applicable, shall timely File reports for each quarter (including any fraction thereof) in a form reasonably acceptable to the U.S. Trustee.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Introduction

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Equity Interests in the Debtors. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. The categories of Claims and Equity Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections

1122 and 1123(a)(1) of the Bankruptcy Code. Therefore, the classifications set forth in Article III.B herein apply separately with respect to each Plan proposed by each Debtor. If there are no Claims or Equity Interests in a particular Class for a particular Debtor, then such Class of Claims or Equity Interests shall not exist for all purposes of this Plan for that Debtor.

B. Summary of Classification

The classification of Claims and Equity Interests against the Debtors pursuant to this Plan is as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
5	Scintilla Equity Interests	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Sorrento Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Equity Interests

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 1A, Class 1B, and so on), so that each Holder of any Other Priority Claim against such Debtor is in a Class by itself, except to the extent that

there are Other Priority Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Priority Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Other Priority Claim becomes Allowed, and (c) the date on which such Allowed Other Priority Claim becomes due and payable in the ordinary course of business, at the option of the Debtors, one of the following treatments: (1) be paid in full in Cash or (2) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 2A, Class 2B, and so on), so that each Holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Secured Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed Other Secured Claim, in the discretion of the Debtors, one of the following alternative treatments:

(i) payment of the Allowed Other Secured Claim in full in Cash on the latest to occur of (A) the Effective Date or as soon as reasonably practicable thereafter, (B) as soon as reasonably practicable after the date on which such Other Secured Claim becomes Allowed, and (C) as soon as reasonably practicable after the date on which such Allowed Other Secured Claim becomes due and payable in the ordinary course of business;

(ii) delivery to the Holder of the Allowed Other Secured Claim of the collateral securing such Allowed Other Secured Claim;

(iii) Reinstatement pursuant to section 1124(2) of the Bankruptcy Code, including retention of such Holder's Lien on the collateral securing such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – General Unsecured Claims

(a) *Classification*: Class 3 consists of all General Unsecured Claims.

Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment on account of such Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed General Unsecured Claim, on or as soon as practicable after the Effective Date or when such obligation becomes due in the ordinary course of business in accordance with applicable law or the terms of any agreement that governs such Allowed General Unsecured Claim, whichever is later, its Pro Rata share of the Liquidation Trust Recovery.

(b) *Voting*: Class 3 is Impaired. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Intercompany Claims

(a) *Classification*: Class 4 consists of all Intercompany Claims.

(b) *Treatment*: No property will be distributed to the Holders of Intercompany Claims. On the Effective Date, each Intercompany Claim shall either be, at the discretion of the Debtors, (i) Reinstated, or (ii) cancelled and extinguished, or otherwise adjusted, set off, or released with no recovery on account of such Claim.

(c) *Voting*: Class 4 is either: (i) Unimpaired and Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and not receiving any distribution under the Plan and Holders of Allowed Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders

of such Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

5. Class 5 – Scintilla Equity Interests

(a) *Classification*: Class 5 consists of the Scintilla Equity Interests.

(b) *Treatment*: No property will be distributed to the Holders of Scintilla Equity Interests. All Scintilla Equity Interests shall remain effective and outstanding on the Effective Date for administrative convenience and shall be owned and held by the same applicable Entity that held and/or owned such Scintilla Equity Interests immediately prior to the Effective Date.

(c) *Voting*: Class 5 is Unimpaired and the Holder of the Scintilla Equity Interests is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of the Scintilla Equity Interests in Class 5 is not entitled to vote to accept or reject this Plan.

6. Class 6 – Sorrento Equity Interests

(a) *Classification*: Class 6 consists of the Sorrento Equity Interests.

(b) *Treatment*: On the Effective Date, the Sorrento Equity Interests will be canceled without further notice to, approval of, or action by any Entity. Each Holder of a Sorrento Equity Interest shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Sorrento Equity Interest, its Pro Rata share of the Liquidation Trust Recovery (subject to, for the avoidance of doubt, Allowed General Unsecured Claims being paid in full in Cash).

(c) *Voting*: Class 6 is Impaired. Holders of Sorrento Equity Interests are deemed to reject this Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall limit or affect the Debtors' or the Liquidating Debtors' rights and defenses in respect of any Claim or Equity Interest that is Unimpaired under this Plan, including, without limitation, all rights in respect of (1) legal and equitable defenses to, (2) setoff or recoupment against or (3) counter-claims with respect to any such Unimpaired Claims and Equity Interests.

ARTICLE IV.

ACCEPTANCE REQUIREMENTS

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the

Holders of at least two-thirds in dollar amount and more than one-half in number of Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

A. Acceptance or Rejection of this Plan

1. Voting Class

Class 3 is Impaired under this Plan and is entitled to vote to accept or reject this Plan.

2. Presumed Acceptance of this Plan

Classes 1, 2, and 5 are Unimpaired under this Plan and Holders of Claims or Equity Interests in such Classes are, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Class 6 is Impaired under this Plan and deemed to have rejected the Plan pursuant to Section 1126(g).

4. Presumed Acceptance or Deemed Rejection of this Plan

Class 4 Claims are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

B. Confirmation of This Plan Pursuant to Sections 1129(a)(10) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class not counting the votes of any insiders.

C. Subordination

The allowance, classification, and treatment of all Allowed Claims and Equity Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Liquidating Debtors, or the Liquidation Trustee (in connection with the Plan Administration Process and subject to the Liquidation Trust Agreement), as applicable, reserve the

right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Combined Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Intercompany Claims

To the extent Reinstated under the Plan, any distributions on account of Intercompany Claims are not being received by Holders of such Intercompany Claims on account of their Intercompany Claims but for the purposes of administrative convenience.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

On the Effective Date, the Debtors shall make Distributions in accordance with the Plan to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims that are due and payable as of the Effective Date using Cash on hand. Upon completion of such Distributions, on the Effective Date, the Debtors shall transfer to the Liquidation Trust any remaining Cash (if any), the Liquidation Trust Causes of Action, and all other Liquidation Trust Assets (if any). After the Effective Date, the Liquidation Trustee shall make Distributions from the Liquidation Trust Assets on account of Allowed Claims in accordance with the Plan and the Liquidation Trust Agreement. The Liquidation Trust Agreement will contain additional information regarding the funding of the Liquidation Trust, including in connection with the funding of any reserve needed to address Disputed Claims, as applicable.

B. Creation of the Liquidation Trust

A Liquidation Trust will be created on the Effective Date. As of the Effective Date, each Claim against the Debtors shall be deemed satisfied, settled, and released as to the Debtors and the Liquidating Debtors as provided with respect to each such Claim under this Plan, and except as otherwise set forth in this Plan or other Final Orders of the Bankruptcy Court, any Holder of an Allowed Disputed Claim against the Debtors will have recourse solely to the Liquidation Trust Assets for the payment of any such Claim that is Allowed or becomes Allowed in accordance with the Plan and the Liquidation Trust Agreement; *provided, however,* the recovery provided to any Holder of a Claim that is Allowed or becomes Allowed shall be limited to and consistent with the terms of the Plan.

Additional information regarding the Liquidation Trust will be set forth in the Plan Supplement, including with respect to the Liquidation Trust's creation, funding, administration, assets, liabilities, tax treatment, and related matters.

C. Transfer and Vesting of Assets to Liquidation Trust

Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional assets become available, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title and interest in and to all of the Estates' assets, including Causes of Action, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to Allowed Claims until paid in full, as set forth in the Plan, and the reasonable fees and expenses of administering the applicable Liquidation Trust, including, without limitation, the reasonable fees and expenses of its Liquidation Trustee, as provided in the Liquidation Trust Agreement. Thereupon, the Debtors shall have no interest in or with respect to such additional assets or the Liquidation Trust.

In connection with the vesting and transfer of assets to the Liquidation Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities.

D. Preservation of Confidences and Attorney-Client Privilege

To effectively investigate, defend or pursue the Liquidation Trust's assets, including the Causes of Action, the Debtors, the Liquidation Trust, the Liquidation Trustee and all respective counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidation Trust's position as successor to the Estates' assets, including the Causes of Action, sharing such information in the manner described in the previous sentence shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information.

E. Liquidation Trustee

On the Effective Date, the Liquidation Trustee shall be the sole authorized representative and signatory of the Liquidation Trust Agreement (if any), with authority to render all services necessary to effectuate the terms of this Plan as they relate to the Liquidation Trust. From and after the Effective Date, the Liquidation Trustee shall be deemed to have been appointed as the representative of each of the Liquidating Debtors' Estates by the Bankruptcy Court pursuant to section 1123(b)(3)(B) of the Bankruptcy Code except to the extent limited by the Liquidation Trust Agreement.

The powers, authority, responsibilities, and duties of the Liquidation Trustee shall be governed by this Plan, the Confirmation Order, and the Liquidation Trust Agreement. The duty of the Liquidation Trustee shall be to maximize the assets of the Estates for the benefit of Holders

of Allowed Claims; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Holders of Allowed Equity Interests.

The Liquidation Trustee may execute, deliver, file, or record such documents, instruments, releases, and other agreements, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan as they relate to the Liquidation Trust.

The Unsecured Creditors' Committee shall select the Liquidation Trustee, and its identity shall be disclosed by the Debtors at or prior to the Combined Hearing. Any successor Liquidation Trustee shall be appointed pursuant to the Liquidation Trust Agreement.

Additional information regarding the Liquidation Trustee will be set forth in the Plan Supplement, including further detail with respect to the Liquidation Trustee's responsibilities and authority, powers and limitations, compensation, and professionals. The Plan Supplement will also contain additional information regarding the establishment and administration of any reserves needed to address Disputed Claims, if any.

F. Liquidation Trustee's Authority and Duties

From and after the Effective Date, the Liquidation Trustee shall serve as trustee of the Liquidation Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Liquidation Trust Agreement.

Among other things, the Liquidation Trustee shall:

(i) hold and administer the Estates' assets, all of which shall be automatically transferred to the Liquidation Trust, including the Causes of Action;

(ii) have the sole authority and discretion on behalf of the Liquidation Trust to evaluate and determine strategy with respect to the Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Causes of Action on behalf of the Liquidation Trust on any terms and conditions as it may determine in good faith based on the best interests of General Unsecured Creditors;

(iii) have the power and authority to retain, as an expense of the Liquidation Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidation Trustee hereunder or in the Liquidation Trust Agreement;

(iv) make distributions to creditors as provided in the Liquidation Trust Agreement and the Plan,

(v) have the right to receive reasonable compensation for performing services as the Liquidation Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidation Trustee in performing the duties and

responsibilities required under the Plan and the Liquidation Trust Agreement;

(vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth herein;

(vii) be considered an estate representative as provided for under section 1123 of the Bankruptcy Code with respect to the assets placed in the Liquidation Trust;

(viii) handle the Wind-Down and the Plan Administration Process as set forth below and in accordance with the Plan; and

(ix) have the right to provide periodic reports and updates to creditors regarding the status of the administration of the Estates' assets, including the Causes of Action.

G. Inter-Debtor Transfers of Funds

The Debtors and the Liquidating Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Liquidating Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of this Plan.

H. Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for in this Plan, the Confirmation Order, the Scilex Stock Sale Order or any other sale(s) effectuated during the pendency of the Debtors' Chapter 11 Cases (if any), or any contract, instrument, or other agreement or document entered into or delivered in connection with this Plan: (1) the obligations of the Debtors under the DIP Facilities, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest (except such Certificates, notes or other instruments or documents evidencing ownership interests, indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to this Plan, if any), shall be cancelled and of no force or effect solely as to the Debtors, the Liquidating Debtors, or the Liquidation Trustee, as applicable, and they shall not have any continuing obligations thereunder without any further action on the part of the Debtors, the Liquidating Debtors, or the Liquidation Trustee; and (2) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, Certificates, notes or other instruments evidencing ownership interests, indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to this Plan) shall be released.

I. Wind-Down

On and after the Effective Date, the Liquidating Debtors shall (1) continue in existence for the limited purposes of (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (b) resolving Disputed Claims as provided hereunder, (c) paying Allowed Claims as provided hereunder, (d) filing appropriate tax returns, (e) complying with their continuing obligations under any applicable post-petition agreements governing a sale of the Debtors' assets, including any transition services under any asset purchase agreements, and (f) administering the Plan in an efficacious manner; and (2) thereafter liquidate and dissolve as set forth in the Plan. The Liquidation Trustee (or an appointee thereof) shall carry out these actions for the Debtors in accordance with the Plan and the Liquidation Trust Agreement. The foregoing shall be funded by the Liquidation Trust and assets thereof.

J. Plan Administration

On the Effective Date, other than the Liquidation Trustee and any other personnel retained by the Liquidating Debtors or the Liquidation Trustee, all directors, managers, members, officers, and employees of the Debtors shall be deemed to have resigned. On and after the Effective Date, except as otherwise provided in this Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall serve as the Liquidating Debtors' sole director, manager, officer, and member, as applicable, and shall have sole authority to act on behalf of the Liquidating Debtors with respect to the Wind-Down and the Plan Administration Process. The certificates of formation, operating agreements, articles of incorporation, and other organizational or governing documents of the Liquidating Debtors shall be deemed amended by the Plan to permit and authorize the appointment of the Liquidation Trustee in accordance with this Plan.

K. Corporate Action

Upon the Effective Date, all actions contemplated under this Plan shall be deemed authorized and approved in all respects. All matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Liquidating Debtors, and any corporate action required by the Debtors, the Liquidating Debtors, and the Liquidation Trust, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, and without any requirement of further action by the security holders, directors, or officers of the Debtors, the Liquidating Debtors, or the Liquidation Trustee, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors, the Liquidating Debtors, or the Liquidation Trustee, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver any agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Liquidating Debtors. The authorizations and approvals contemplated by this paragraph shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Effectuating Documents; Further Transactions

On and after the Effective Date, the Liquidating Debtors and its officers and directors are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments,

releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan, and the corporate actions and transactions contemplated under this Plan, without the need for any approvals, authorizations or consents except for those expressly required pursuant to this Plan.

M. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Liquidating Debtor or to any Entity pursuant to, in contemplation of or in connection with this Plan or pursuant to: (1) the issuance, distribution, transfer or exchange of any debt, Equity Security or other Equity Interest in the Debtors or the Liquidating Debtors; (2) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment or recording of any lease or sublease; or (4) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

N. Professional Fee Claims Reserve

As soon as practicable after the Confirmation Date, the Debtors shall establish and fund the Professional Fee Claims Reserve with Cash in an amount determined by the Debtors or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which such reserve was established, which amount shall be based on (x) the aggregate amount of Accrued Professional Compensation billed by the Professionals prior to the Confirmation Date plus (y) an estimate of the aggregate Fee Claims for periods through the Confirmation Date that have not been billed, as provided to the Debtors by each Professional. Each Professional shall estimate in good faith their Fee Claims for periods that have not been billed as of the Confirmation Date and shall deliver such good faith estimate to the Debtors no later than five Business Days after the Debtors so request; provided, however, that such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of such Professional's final request for payment of Fee Claims. If a Professional does not provide an estimate, the Debtors shall estimate in good faith the unpaid and unbilled fees and expenses of such Professional through the Confirmation Date.

The Debtors and the Liquidating Debtors shall not commingle any funds contained in the Professional Fee Claims Reserve and shall use such funds to pay only the Fee Claims, as and when Allowed by a Final Order of the Bankruptcy Court. Except as provided in this Article V.N, after the Confirmation Date, the Debtors and the Liquidating Debtors shall not deposit any other funds or property into the Professional Fee Claims Reserve without further order of the Bankruptcy Court. No Liens or Claims shall encumber the Professional Fee Claims Reserve in any way. The

Professional Fee Claims Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates or the Liquidating Debtors; provided that the Liquidating Debtors shall have a reversionary interest in the Cash, if any, in the Professional Fee Claims Reserve after all Allowed Fee Claims are paid and satisfied in full in Cash in accordance with this Plan, with such amount being returned to the Liquidating Debtors within three Business Days after determination thereof. The Debtors or the Liquidating Debtors, as applicable, shall maintain records of all deposits to and payments made from the Professional Fee Claims Reserve. To the extent that funds held in the Professional Fee Claims Reserve do not or are unable to satisfy the full amount of any Allowed Fee Claim, the Debtors or the Liquidating Debtors, as applicable, shall, within five Business Days after entry of the Final Order approving such Allowed Fee Claim, pay such Allowed Fee Claim from Cash on hand, without any further action or order of the Bankruptcy Court.

O. Closing the Chapter 11 Cases

As soon as practicable after the Effective Date, when all Disputed Claims have become Allowed or disallowed, the Liquidation Trustee may seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

As of the Effective Date, the Liquidating Debtors or the Liquidation Trustee may submit a separate order to the Bankruptcy Court under certification of counsel closing the Chapter 11 Case of Scintilla and changing the caption of the Chapter 11 Cases accordingly. Nothing in the Plan shall authorize the closing of any case retroactive to a date that precedes the date any such order is entered. All contested matters and adversary proceedings relating to either of the Debtors, including objections to Claims, shall be filed, administered, and adjudicated in the Remaining Case without the need to reopen the other Chapter 11 Case. Any request for retroactive relief shall be made on motion served on the United States Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the Filing of a motion to close the Chapter 11 Case of Sorrento, the Liquidation Trustee shall file a final report with respect to both of the Chapter 11 Cases.

ARTICLE VI.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption or Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, if such Executory Contract or Unexpired Lease (i) has not previously been rejected by order of the Bankruptcy Court or is not the subject of a motion to reject on the Confirmation Date; (ii) is not identified in the Plan Supplement as a contract or lease to be assumed pursuant to the Plan; (iii) is not expressly assumed pursuant to the terms of this Plan; (iv) has not expired or terminated by its own terms on or prior to the Effective Date; or (v) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

Subject to the payment of any Cure Claim (and, if applicable, the provision of adequate assurance of future performance under such Executory Contract or Unexpired Lease), assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting assignment, the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before or on the date that the Debtors assume such Executory Contract or Unexpired Lease.

Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by this Plan shall not (a) be prohibited, restricted or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-debtor party thereunder or (d) entitle the non-debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on or in connection with the Effective Date. The Liquidating Debtors may rely on this Plan and the Confirmation Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease on account of such assumption or on account of this Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to Article VI of the Plan shall revest in and be fully enforceable by the Liquidating Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions and rejections (as applicable) of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, before the Effective Date, the Debtors, and, after the Effective Date, the Liquidating Debtors, shall have the right to amend the Plan Supplement to revise the list of Executory Contracts and Unexpired Leases being assumed or rejected.

B. Assumption of the D&O Liability Insurance Policies and Fiduciary Liability Insurance Policies

The Debtors and, upon the Effective Date, the Liquidation Trust shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing assumption

of each of the D&O Liability Insurance Policies and authorization for the Debtors, Liquidating Debtors, and/or Liquidation Trust (as applicable) to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Liquidating Debtors nor the Liquidation Trust (as applicable) shall terminate or otherwise reduce the coverage under any "tail" D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

C. Payments Related to Assumption of Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Claim; (b) the ability of the Liquidating Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the Cure Claims shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contracts or Unexpired Leases; provided, however, that the Debtors or the Liquidating Debtors, as applicable, may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Liquidating Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or Liquidating Debtors, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

E. Rejection Damages Claims

All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Bankruptcy Court and served upon counsel for the Liquidating Debtors and the Liquidation Trust within thirty days after the later of (i) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the

Effective Date). Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Liquidating Debtors, the Estates or the property of the Debtors or the Liquidating Debtors, or the Liquidation Trust.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into or assumed after the Petition Date by any Debtor that are not assigned to any purchaser in connection with a section 363 sale or the Liquidation Trust (or have not otherwise previously been assigned pursuant to a Final Order prior to the Effective Date) shall be considered repudiated by the Debtors as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must file a Proof of Claim within thirty days after the Effective Date in accordance with this Plan or have their rights forever satisfied, settled, and released.

G. Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Liquidating Debtors shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, whether executed before or during the Chapter 11 Cases, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, extension rights, purchase rights and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or the Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Liquidating Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Liquidating Debtors, as applicable, shall have sixty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts or Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts To Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Equity Interest is not an Allowed Claim or Allowed Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Allowed Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Equity Interest against the Debtors shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Disputed Equity Interests, distributions on account of any such Disputed Claims or Disputed Equity Interests shall be made pursuant to the provisions set forth in this Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Entitlement to Distributions

On the Effective Date, the applicable Disbursing Agent shall be authorized to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. If a Claim, other than one based on a publicly-traded security, is transferred (a) twenty-one or more days before the Distribution Record Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Court, the Disbursing Agent shall make the applicable distributions to the applicable transferee, or (b) twenty or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Court and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

B. Disbursing Agent

Except as otherwise provided herein, all distributions under this Plan shall be made by a Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. In the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust. The Debtors or Liquidation Trustee, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Allowed

Claim or Equity Interest that is held in the name of, or by a nominee of, DTC, shall be made as soon as reasonably practicable after the Effective Date.

C. Rights and Powers of Disbursing Agent

1. Powers of a Disbursing Agent

A Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof; provided, however, that any such Disbursing Agent shall waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under this Plan to be distributed by such Disbursing Agent.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable and documented compensation and expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidation Trust.

D. Distributions on Account of Claims or Equity Interests Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims or Equity Interests

Distributions made after the Effective Date to Holders of Disputed Claims or Disputed Equity Interests that are not Allowed Claims or Allowed Equity Interests as of the Effective Date but which later become Allowed Claims or Allowed Equity Interests shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Debtors, the Liquidating Debtors, or the Liquidation Trust/Liquidation Trustee, as applicable, (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or a Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest have been resolved by settlement or Final Order and such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Allowed Equity Interest; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim or an Allowed Equity Interest and a Disputed Equity Interest shall not receive any distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to the Disputed Claim or the Disputed Equity Interest have been resolved by settlement or Final Order and the Disputed Claims or the Disputed Equity

Interests have been Allowed or disallowed (with only Allowed portions of such Disputed Claims or Disputed Equity Interests remaining).

E. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Claims in Classes 1 and 2, the Liquidating Debtors, the Liquidation Trustee, and the Disbursing Agents, as applicable, shall not be required to make distributions or payments of less than $100 (whether Cash or otherwise).

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Equity Interests (if any) at the address for each such Holder as indicated on the Debtors' or Liquidation Trust's records (as applicable) as of the date of any such distribution.

2. Partial Distributions

The Liquidating Debtors shall not be required to make partial distributions on account of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

(a) Failure To Claim Undeliverable Distributions

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the later of (i) the Effective Date and (ii) the date of such distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidation Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state or other jurisdiction escheat, abandoned or unclaimed property laws to the contrary), and the Claim or Equity Interest of any Holder to such property or interest in property shall be forever barred. The Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the applicable books and records of the Debtors and the Bankruptcy Court's filings.

(b) Failure To Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within 180 calendar days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-

negotiated check within 180 days after the issuance of such check shall be forever barred, estopped and enjoined from asserting any such Claim against the Liquidation Trust or their respective property. In such cases, any Cash held for payment on account of such Claims shall be property of the Liquidation Trust, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Liquidation Trust to attempt to locate any Holder of an Allowed Claim.

G. Compliance with Tax Requirements/Allocations

In connection with this Plan, to the extent applicable, the Liquidating Debtors and the Liquidation Trust, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Liquidating Debtors, the Liquidation Trust and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Liquidating Debtors and the Liquidation Trust reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the Liquidation Trust and Disbursing Agent, or such other Person designated by the Liquidation Trust and the Disbursing Agent, IRS Form W-9 or, if the payee is a foreign Person, an applicable IRS Form W-8, or any other forms or documents reasonably requested by the Liquidation Trust or the Disbursing Agent to reduce or eliminate any withholding required by a Governmental Unit.

H. Surrender of Canceled Instruments or Securities

As a condition precedent to receiving any distribution under this Plan, each Holder of a Claim or an Equity Interest shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim or Equity Interest, and all such surrendered Certificates and other documentations shall be deemed to be canceled pursuant to Article V.H hereto, except to the extent otherwise provided herein.

I. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or Liquidation Trustee, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a Debtor or the Liquidation

Trustee (or a Disbursing Agent). To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent) on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or the Liquidation Trustee (as applicable), to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the Effective Date.

2. Claims Payable by Third Parties

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), no Claim or Equity Interest shall be deemed Allowed unless and until such Claim or Equity Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under section 502 of the Bankruptcy Code. Except as expressly provided in any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), on and after the Effective Date, the Liquidation Trust will have and retain any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest as of the Petition Date.

B. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section

522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed pursuant to this Plan, and Holders of such Claims may not receive any distributions on account of such Claims and Interests until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Liquidation Trust.

C. Prosecution of Objections to Claims and Equity Interests

The Debtors and the Liquidation Trustee, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections, including Omnibus Objections, to Claims or Equity Interests as permitted under this Plan. From and after the Effective Date, the Liquidation Trustee may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Liquidation Trustee shall administer and adjust the Claims register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Claims Estimation

Any Debtor or the Liquidation Trustee, as applicable, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor or Liquidation Trustee has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor or the Liquidation Trust that has been expunged from the claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

E. No Distribution Pending Allowance

If an objection to a Claim is Filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

F. Distributions After Allowance

To the extent that a Disputed Claim or a Disputed Equity Interest ultimately becomes an Allowed Claim or Allowed Equity Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Equity Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Equity Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Equity Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any postpetition interest to be paid on account of such Allowed Claim or Equity Interest.

G. No Interest

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

H. Adjustments to Claims Without Objection

Any duplicate Claim or Equity Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Equity Claim), or any Claim or Equity Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims register by the Liquidation Trust without filing a claim objection and without any further notice or action or any order or approval of the Bankruptcy Court.

I. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

1. The Disclosure Statement shall have been approved as containing "adequate information" under section 1125 of the Bankruptcy Code; and

2. The Bankruptcy Court shall have found that parties in interest received adequate notice of, and an opportunity to be heard as to, the Disclosure Statement, the Plan, and the Combined Hearing.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions are satisfied (or waived pursuant to the provisions of Article IX.C hereof), and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived.

1. Confirmation shall have occurred, and the Confirmation Order shall not have been vacated and shall not be subject to a stay pending appeal;

2. All actions, documents, certificates, deeds, filings, notifications, pleadings, orders, letters, instruments, and agreements necessary to implement this Plan, including the documents set forth in the Plan Supplement, shall have been effected or executed and delivered to the required parties, in accordance with the Plan (including the Plan Supplement), and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

3. All approvals and consents of Governmental Units that are legally required for the consummation of this Plan and the occurrence of the Effective Date shall have been obtained, shall not be subject to unfulfilled conditions, and shall be in full force and effect;

4. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of this Plan; and

5. The Professional Fee Claims Reserve shall have been established and funded in Cash in accordance with Article V.N.

C. Waiver of Conditions

Each of the conditions to Confirmation and to Consummation set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan.

D. Effect of Nonoccurrence of Conditions

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Equity Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest, or any distribution to be made on account of such Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interest of the Debtors, their Estates and Holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of this Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Debtors and the Liquidation Trustee (as applicable) may compromise and settle Claims against them and Causes of Action against other Entities.

B. ***Exculpation***

Except as otherwise specifically provided in this Plan, from and after the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Covered Claim, obligation, Cause of Action or liability for any Covered Claim, and in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The exculpation hereunder will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Except as otherwise specifically provided in this Plan, from and after the Effective Date, pursuant to and in accordance with section 1125(e) of the Bankruptcy Code, no Protected Party shall have or incur, and each Protected Party is hereby exculpated from, any Claim, obligation, Cause of Action or liability related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (to the extent applicable).

C. ***Injunction***

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR

CREATED PURSUANT TO THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, EQUITY INTERESTS, OR CAUSES OF ACTION THAT ARE SUBJECT TO EXCULPATION OR SETTLEMENT ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; OR (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY EXCULPATED OR TO BE EXCULPATED OR SETTLED OR TO BE SETTLED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY EXCULPATED PARTY (OR THE PROPERTY OR ESTATE OF ANY SUCH EXCULPATED PARTY). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

No Person or Entity (other than the Liquidation Trust, the Liquidation Trustee, or any of its representatives, successors, or assigns) who has held, holds, or may hold Claims, Equity Interests, or Causes of Action may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Liquidating Debtors, or the Protected Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Claim, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Liquidating Debtor, or Protected Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Liquidating Debtor, Protected Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

D. Setoffs and Recoupment against Holders

Except as otherwise expressly provided for in this Plan, the Debtors or Liquidation Trust, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Equity Interest, may set off or recoup against any Allowed Claim or Allowed Equity Interest and the distributions to be made pursuant to this Plan on account of such Allowed Claim or Allowed Equity Interest (before any

distribution is made on account of such Allowed Claim or Allowed Equity Interest), any claims, rights and Causes of Action of any nature that such Debtors or Liquidation Trust, as applicable, may hold against the Holder of such Allowed Claim or Allowed Equity Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to this Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to this Plan shall constitute a waiver or release by such Debtors or the Liquidation Trust (as applicable) of any such claims, rights and Causes of Action that such Debtors or Liquidation Trust (as applicable) may possess against such Holder.

E. Setoffs and Recoupment by Holders

In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to set off any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the thirtieth day after the Effective Date. In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to recoup any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XIV.D of the Plan on or before the thirtieth day after the Effective Date.

Notwithstanding anything to the contrary, nothing shall modify the rights, if any, of any Holder of Claims or any current or former party to an Executory Contract or Unexpired Lease, to assert any right of setoff or recoupment that such party may have under applicable non-bankruptcy law.

F. Release of Liens

Except as otherwise provided in this Plan or in any contract, instrument, release or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall vest in the Liquidation Trust.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER

(I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR VOTED TO REJECT THIS PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, the Liquidating Debtors, the Liquidation Trust, the Liquidation Trustee, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan; *provided, however*, that, from and after the Effective Date, the Liquidation Trustee shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Liquidation Trustee amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide or resolve any and all matters related to Causes of Action, including but not limited to matters relating to the Mediation;

7. adjudicate, decide or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including the establishment of any bar dates, related notices, claim objections, allowance, disallowance, estimation and distribution;

9. enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of this Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with this Plan or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to section 363, 1123 or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of this Plan n or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, or any Entity's obligations incurred in connection with this Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of this Plan;

13. resolve any cases, controversies, suits, disputes or Covered Claims with respect to the exculpation, injunctions and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such exculpation, injunctions and other provisions;

14. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Equity Interest for amounts not timely repaid;

15. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with this Plan or the Disclosure Statement;

17. enter one or more orders or final decrees concluding or closing the Chapter 11 Cases;

18. adjudicate any and all disputes arising from or relating to distributions under this Plan;

19. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. determine requests for the payment of Claims and Equity Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

21. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan;

22. hear and determine matters concerning any tax matters relating to the restructuring, including state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

23. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the injunctions, exculpations, and other provisions set forth in Article X of the Plan;

24. enforce all orders previously entered by the Bankruptcy Court; and

25. hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding the forgoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XII shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIII.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments

Subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors, or the Liquidating Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation of the Plan

Substantial consummation of this Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiary or guardian, if any, of each Entity.

B. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur (except to the extent expressly provided therein). Neither this Plan, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Plan Supplement or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests before the Effective Date.

C. Further Assurances

The Debtors or the Liquidation Trust, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

D. Service of Documents

Any pleading, notice or other document required by this Plan to be served on or delivered shall be sent by overnight mail to:

If to a Debtor, to:

M3 Advisory Partners
1700 Broadway | 19th Floor
New York, NY 10019
Attn: Mo Meghji (mmeghji@m3-partners.com)
Attn: Seth Herman (sherman@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Caroline Reckler (caroline.reckler@lw.com)
Attn: Ebba Gebisa (ebba.gebisa@lw.com)
Attn: Jonathan Gordon (jonathan.gordon@lw.com)
Telephone: (312) 876-7700

After the Effective Date, the Liquidation Trustee has authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidation Trustee is authorized to limit the list of Entities receiving documents pursuant to a pre-Effective Date request under Bankruptcy Rule 2002 to those Entities who have filed renewed requests pursuant to Bankruptcy Rule 2002.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten Business Days after the date of entry of the Confirmation Order, the Debtors shall serve a notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Combined Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address, provided that the Debtors are unable to ascertain new address information for such Entity after a commercially reasonable search. Mailing of such notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances

and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

E. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; provided that any such alteration or interpretation shall be acceptable to the Debtors. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered from time to time prior to the entry of the Confirmation Order, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

F. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Petition Date shall be returned to the Liquidating Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

G. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement

Except as otherwise indicated herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

I. Exhibits

All exhibits hereto (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date to the extent practicable. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written

request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.stretto.com/Sorrento or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of securities offered and sold under this Plan (if any), and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale or purchase of the securities offered and sold under this Plan.

K. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon (i) the Debtors, the Liquidating Debtors, the Liquidation Trust, or the Liquidation Trustee, (ii) any and all Holders of Claims and Equity Interests (irrespective of whether Holders of such Claims or Equity Interests are deemed to have accepted the Plan), (iii) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, (iv) each Entity acquiring property under the Plan and (v) any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

L. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control. In the event of an inconsistency between the Plan (excluding the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall govern and control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of a conflict between any provision of this Plan and the Confirmation Order, the Confirmation Order shall govern and control.

M. Dissolution of the Committees

Each Committee shall dissolve, and the current and former members of each Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter

11 Cases on the Effective Date; *provided* that the Committees and their respective Professionals shall have the right to file, prosecute, review, and object to any applications for approval of Fee Claims filed in accordance with Article II.A.2 hereof.

N. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof. The Debtors or the Liquidation Trustee, as applicable, and all Holders of Claims and Equity Interests receiving distributions pursuant to the Plan (if any) and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

O. Tax Reporting and Compliance

The Liquidating Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

Dated: November 16, 2023

Respectfully submitted,

SORRENTO THERAPEUTICS, INC.,
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

SCINTILLA PHARMACEUTICS, INC.
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

EXHIBIT B

Notice of Confirmation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

NOTICE OF (I) ENTRY OF ORDER APPROVING DEBTORS' DISCLOSURE STATEMENT AND CONFIRMING DEBTORS' JOINT CHAPTER 11 PLAN OF LIQUIDATION AND (II) INITIAL ADMINISTRATIVE CLAIMS BAR DATE

TO CREDITORS, EQUITY INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on [_____], 2023, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered the *Order Approving Debtors' Disclosure Statement and Confirming Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Confirmation Order"). Among other things, the Confirmation Order confirmed the *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, attached as Exhibit A to the Confirmation Order (the "Plan"),[2] as satisfying the requirements of the Bankruptcy Code, thereby authorizing Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. (the "Debtors") to implement the Plan on the Effective Date.

PLEASE TAKE FURTHER NOTICE that, as set forth in the Plan, all Administrative Claims (as defined in the Plan) arising between the Petition Date (February 13, 2023) and the Confirmation Date ([●], 2023) must be filed with the Bankruptcy Court no later than [●] (i.e., thirty days after the date of entry of the Confirmation Order). Administrative Claims arising between the date of entry of the Confirmation Order and the Effective Date must be filed with the Bankruptcy Court no later than the date that is thirty days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order (and the Plan) may be examined during normal business hours at the Clerk of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas 77002. You may also obtain

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order, as applicable.

copies of the Confirmation Order (and the Plan) or of any pleadings filed in these Chapter 11 Cases free of charge on the Debtors' case information website at https://cases.stretto.com/sorrento/.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on the Debtors, the Liquidating Debtors, any Holder of a Claim or Equity Interest, and such Holder's respective successors and assigns, whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan and whether or not such Holder voted to accept the Plan.

Dated: November [●], 2023

BY ORDER OF THE COURT

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
kpeguero@jw.com
ggraham@jw.com

– and –

Caroline Reckler (S.D. Tex. Bar No. IL6275746)
Ebba Gebisa (admitted *pro hac vice*)
Jonathan Gordon (admitted *pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9667
Email: caroline.reckler@lw.com
ebba.gebisa@lw.com
jonathan.gordon@lw.com

– and –

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
LATHAM & WATKINS LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel to the Debtors

EXHIBIT C

Notice of Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

NOTICE OF (I) EFFECTIVE DATE OF DEBTORS' JOINT CHAPTER 11 PLAN OF LIQUIDATION AND (II) FINAL ADMINISTRATIVE CLAIMS BAR DATE

TO CREDITORS, EQUITY INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered the *Order Approving Debtors' Disclosure Statement and Confirming Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "Confirmation Order"). Among other things, the Confirmation Order confirmed the *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, attached as Exhibit A to the Confirmation Order (the "Plan"),[2] as satisfying the requirements of the Bankruptcy Code, thereby authorizing Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. (the "Debtors") to implement the Plan on the Effective Date.

PLEASE TAKE FURTHER NOTICE that on [●], the Effective Date under the Plan occurred.

PLEASE TAKE FURTHER NOTICE that, as set forth in the Plan, all Administrative Claims (as defined in the Plan) arising between the Confirmation Date ([●], 2023) and the Effective Date ([●], 2023) must be filed with the Bankruptcy Court no later than [●] (i.e., thirty days after the Effective Date). The deadline to file Administrative Claims arising between the Petition Date (February 13, 2023) and the Confirmation Date ([●], 2023) was [●].

PLEASE TAKE FURTHER NOTICE that all final requests for payment of Fee Claims, including Fee Claims incurred during the period from the Petition Date through the Effective Date,

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order, as applicable.

must be filed with the Bankruptcy Court and served on the Liquidating Debtors no later than **[●]**, which is the date that is 60 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that if the Debtors' rejection of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Claim against the Debtors by the non-Debtor party to such contract or lease, such Claims shall be forever barred and shall not be enforceable against the Debtors, the Liquidating Debtors, the Estates, or the Liquidation Trust unless a proof of Claim is filed with the Court and served upon counsel for the Liquidating Debtors and the Liquidation Trust no later than thirty days after the later of (i) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the Effective Date of the Plan).

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding on the Debtors, the Liquidating Debtors, any Holder of a Claim or Equity Interest, and such Holder's respective successors and assigns, whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan and whether or not such Holder voted to accept the Plan.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order (and the Plan) may be examined during normal business hours at the Clerk of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas 77002. You may also obtain copies of the Confirmation Order (and the Plan) or of any pleadings filed in these Chapter 11 Cases free of charge on the Debtors' case information website at https://cases.stretto.com/sorrento/.

Dated: [●]

BY ORDER OF THE COURT

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
kpeguero@jw.com
ggraham@jw.com

– and –

Caroline Reckler (S.D. Tex. Bar No. IL6275746)
Ebba Gebisa (admitted *pro hac vice*)
Jonathan Gordon (admitted *pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9667
Email: caroline.reckler@lw.com
ebba.gebisa@lw.com
jonathan.gordon@lw.com

– and –

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
LATHAM & WATKINS LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel to the Debtors

Exhibit 2

United States Bankruptcy Court
Southern District of Texas
ENTERED
March 08, 2024
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*,[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)
	)	Re: Docket Nos. 390, 447, 1884

ORDER (I) APPROVING SALE OF CERTAIN ASSETS TO VIVASOR, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, (III) APPROVING MODIFICATIONS TO CONFIRMED CHAPTER 11 PLAN AND (IV) GRANTING RELATED RELIEF

Upon consideration of the emergency motion [Docket No. 1884] (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (this "Sale Order") (a) authorizing and approving the *Asset Purchase Agreement*, by and among Sorrento Therapeutics, Inc., as seller ("Seller" or "Sorrento") and Vivasor, Inc., as purchaser (together with its permitted designees or assignees, "Purchaser") (the "APA"), a copy of which is attached hereto as Exhibit 1, (b) authorizing and approving the transactions contemplated by the APA (the "Transaction"), including but not limited to the sale of the Purchased Assets (as defined in the APA) free and clear of all Interests or Claims (as defined below) to the Purchaser and the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts (as defined

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[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 9380 Judicial Drive, San Diego, CA 92121.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA, the Bid Procedures Order, or the Motion, as applicable (each defined herein).

in the APA), (c) authorizing and approving the modifications made to the Debtors' confirmed chapter 11 plan, as reflected in the *Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated March 4, 2024, attached hereto as Exhibit 3 (the "Plan"),[3] and (d) granting related relief; and the Court having conducted a hearing on April 14, 2023, and having entered that certain *Order (A) Approving Bid Procedures, (II) Approving Assumption and Assignment Procedures, and (III) Granting Related Relief* [Docket No. 447] (the "Bid Procedures Order"); and the Debtors having determined that the highest or otherwise best offer for the Purchased Assets has been made by the Purchaser pursuant to the APA; and the Court having conducted a hearing on the Motion on March 8, 2024 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the Transaction and to consider the approval of the Transaction pursuant to the terms and conditions of the APA, and the Court having considered: (i) the Motion and any objections thereto, (ii) the Transaction, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the record of the Sale Hearing held before the Court (if any); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the APA and the Transaction; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT**:[4]

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

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[3] A redline of the Plan showing changes against the confirmed plan is attached hereto as Exhibit 4.

[4] All findings of fact and conclusions of law announced by the Court at the Sale Hearing (if any) in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Purchased Assets to be sold, transferred, and conveyed pursuant to the APA and the transactions contemplated under the Transaction, pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order and directs entry of judgment as set forth herein.

E. The Seller's rights, title and interest in the Purchased Assets constitute property of Seller's bankruptcy estate and title thereto is vested in the Seller's bankruptcy estate within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

G. On February 13, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing these Chapter 11 Cases. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of the Chapter 11 Cases.

H. This Court previously entered the Bid Procedures Order: (i) establishing bidding and auction procedures in connection with one or more sales or dispositions of all or substantially all of the Debtors' assets; (ii) scheduling one or more auctions (if necessary); (iii) establishing procedures for the assumption and assignment of executory contracts; (iv) approving the form and manner of notice of all procedures, protections, schedules, and agreements; and (v) granting certain related relief.

I. As evidenced by the affidavits or certificates of service and publication previously filed with the Court,[5] demonstrated by the evidence presented at, and based on the representations of counsel at the Sale Hearing (if any), due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing (if any), and the Transaction has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014 and in compliance with the Bid Procedures Order, to each party entitled to such notice. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice (as defined in the Bid Procedures Order) once in the *New York Times* on April 18, 2023, as evidenced by the affidavit of publication filed by the Debtors at Docket No. 489 in these Chapter 11 Cases, was, and is deemed, sufficient and reasonably calculated under the circumstances to reach such entities. The notice described above, and in the Motion and the Bid Procedures Order, was good, sufficient, and appropriate under the circumstances, and reasonably calculated to reach and apprise all known and unknown holders of liens, claims, and encumbrances, and no other or further notice of the Motion, the Transaction, and the Sale Hearing (if any) is, or shall be, required.

[5] Docket Nos. 489, 495, 531, 557, 581, 635, 672, 736, 907, 915.

J. The Sale Notice and subsequent notices provided all interested parties with timely and proper notice of the Transaction, Bid Deadline, Sale Objection Deadline, and Sale Hearing (if any). Further, a reasonable opportunity to object to and to be heard regarding the relief granted by this Sale Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

K. In accordance with the Bid Procedures Order, the Debtors have served upon each non-Debtor counterparty to each Assumed Contract a notice (as amended, modified, or otherwise supplemented from time to time, the "Cure Notice") of the potential assumption and assignment of the Assumed Contracts and of the amounts necessary to cure any defaults thereunder (the "Cure Amounts") pursuant to section 365(b) of the Bankruptcy Code.

L. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion and provided for herein.

M. The disclosures made by the Debtors (i) at the Sale Hearing (if any) and the hearing on the Bid Procedures and (ii) in the Sale Notice, the Motion, and related documents filed with the Court concerning the APA, the Transaction, and the Sale Hearing (if any) were good, complete and adequate.

N. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

O. The Debtors conducted the sale process in accordance with, and have otherwise complied in all respects with, the Bid Procedures Order. The sale process set forth in the Bid Procedures Order and the Motion afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Assets.

P. The terms contained in the APA constitute the highest or otherwise best offer for the Purchased Assets and will provide a better, and higher level of certainty of, recovery for the Purchased Assets than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of Debtors' business judgment.

Q. The APA and the Transaction contemplated thereby represent a fair and reasonable agreement to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases and are substantively and procedurally fair to the Purchaser and all other parties. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Purchased Assets for greater economic value to the Debtors' estates than Purchaser.

R. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Transaction (including the assumption and assignment of the Assumed Contracts) because, among other reasons: (i) the APA constitutes the highest or otherwise best offer for the Purchased Assets; (ii) the APA and the closing of the Transaction will present the best opportunity to realize the value of the Purchased Assets; and (iii) any other available transaction would not have yielded as favorable an economic result.

S. Purchaser is purchasing the Purchased Assets and entering into the Transaction in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and, therefore, is entitled to the full protections of that provision, including in the event that this Sale Order or any portion hereof is reversed or modified on appeal; and otherwise has proceeded in good faith in all respects in connection with the sale of the Purchased Assets in that (i) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) Purchaser complied with the provisions of the Bid Procedures

Order in all respects; (iii) Purchaser's bid was subject to the competitive Bid Procedures set forth in the Bid Procedures Order; (iv) all payments and other consideration to be made or otherwise provided by Purchaser and other agreements or arrangements entered into by Purchaser in connection with the Transaction have been disclosed; (v) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the APA, including the Transaction contemplated thereby, were at arms'-length and in good faith.

T. The APA and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, Purchaser, and their respective agents, representatives, and affiliates have not engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Debtors and their professionals marketed the Purchased Assets and conducted the marketing and sale process in substantial compliance with the Bid Procedures Order.

U. Purchaser participated in the sale process in good faith and has not acted in a collusive manner with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets.

V. Pursuant to the APA and as more fully set forth therein, Purchaser has offered to purchase the Purchased Assets in exchange for the consideration set forth in the APA.

W. The Bid Procedures (i) provided the Debtors flexibility to modify the bidding process in compliance with their fiduciary duties and (ii) afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Purchased Assets.

X. The consideration provided by Purchaser pursuant to the APA: (i) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof, or the District of Columbia (including the Uniform Fraudulent Transfer Act); (ii) is fair consideration under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws; and (iii) will provide a greater recovery for the Debtors' estates and their creditors than would be provided by any other reasonably practicable available alternative. The APA was not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under any other applicable law. Neither the Debtors nor Purchaser have entered into the transactions contemplated under the APA or are consummating the Transaction with any fraudulent intent or otherwise improper purpose prohibited by law.

Y. By consummating the Transaction, Purchaser is not a mere continuation of any or all of the Debtors or their estates, and there is no continuity, no common identity (except as otherwise disclosed), and no continuity of enterprise between Purchaser and the Debtors. Purchaser is not holding itself out to the public as a continuation of any or all of the Debtors. Purchaser is not a successor to the Debtors or the Debtors' estates by reason of any theory of law or equity, and the Transaction does not amount to a consolidation, merger, or *de facto* merger of Purchaser or the Debtors. Purchaser will not assume or in any way be responsible for any obligation or liability of the Debtors and/or the Debtors' estates, except as expressly provided in the APA or this Sale Order.

Z. The Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan or plan of reorganization of the Debtors. This Sale Order does not constitute a *sub rosa* plan.

AA. Seller, acting by and through its existing agents, representatives, and officers, has full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, and Seller requires no further consents or approvals to consummate the Transaction contemplated by the APA, except as otherwise set forth in the APA.

BB. The transfer of each of the Purchased Assets to Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest Purchaser with all right, title, and interest of Seller to the Purchased Assets free and clear of all Interests or Claims accruing, arising, or relating thereto any time prior to the Closing Date, unless otherwise assumed in, or transferred by, the APA or as provided in this Sale Order.

CC. The Debtors may sell the Purchased Assets free and clear of all Interests or Claims against the Debtors, their bankruptcy estates, or any of the Purchased Assets because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each Interest or Claim that is attached to the Purchased Assets to be transferred on the Closing Date: (i) is subject to release or discharge under applicable non-bankruptcy law, (ii) is held by an entity that has consented to the Transaction or is deemed to have consented to the Transaction, (iii) constitutes a lien against some or all of the Purchased Assets and the price at which such property is to be sold under the APA is greater than the aggregate value of all liens on such property, (iv) is the subject of a bona fide dispute, or (v) is held by an entity that could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance.

DD. Those holders of Interests or Claims against the Debtors, their bankruptcy estates, or any of the Purchased Assets who did not object (if any), or who withdrew their objections, to the Transaction or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Specifically, all holders of Interests or Claims are adequately protected by having their Interests or Claims, if any, in each instance against the Seller, its bankruptcy estate, or any of the Purchased Assets, attach to the net cash proceeds of the Transaction ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority with the same validity, force, and effect that such creditor had prior to the Transaction, subject to any rights, claims, and defenses the Debtors or their estates may possess with respect thereto.

EE. If, except as otherwise assumed in, or permitted by, the APA, the Transaction was not free and clear of all Interests or Claims, or if Purchaser would, or in the future could, be liable for any of the Interests or Claims, Purchaser would not have entered into the APA and would not consummate the Transaction, thus adversely affecting the Debtors and their bankruptcy estates and creditors.

FF. No sale, transfer or other disposition of the Purchased Assets pursuant to the APA or entry into the APA will subject the Purchaser to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Purchased Assets by reason of such transfer under any laws, including any bulk-transfer laws or any theory of Successor or Transferee Liability (as defined below), antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories. By virtue of the consummation of the transactions contemplated by the APA, (i) the Purchaser is not a continuation of the Debtors and their respective

estates, there is no continuity or continuity of enterprise between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, (ii) the Purchaser is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the Transaction does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates. Accordingly, the Purchaser is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the APA and, the Purchaser's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature. Purchaser would not acquire the Acquired Assets but for the protections against any claims based upon "successor liability" theories (collective, "Successor or Transferee Liabilities").

GG. The Debtors have demonstrated that it is an exercise of their sound business judgment for the Debtors to assume and assign the Assumed Contracts to the Purchaser pursuant to the terms of this Sale Order and the APA, in each case in connection with the consummation of the Transaction, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors, their bankruptcy estates and creditors, and other parties in interest. The Assumed Contracts being assigned to the Purchaser under the APA are an integral part of the APA and the Transaction and, accordingly, such assumptions and assignments are reasonable and enhance the value of the Debtors' bankruptcy estates. Any non-Debtor counterparty to any Assumed Contract that has not filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment.

HH. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), and 365(f) of the Bankruptcy Code, in connection with the Transaction

and the assumption and assignment of the Assumed Contracts to the extent provided under this Sale Order and the APA and have: (i) cured any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(l)(A) of the Bankruptcy Code, or will cure any such default as of the Closing or as soon as reasonably practicable thereafter; and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss (if any) to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance with respect to the Assumed Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Assumed Contracts are assignable notwithstanding any provisions contained therein to the contrary.

II. The APA and Transaction must be approved, and the Closing must occur as promptly as possible under the APA to preserve the value of the Purchased Assets and maximize value for the Debtors' bankruptcy estates.

JJ. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration provided by Purchaser under the APA, (a) the Debtors, their bankruptcy estates, and creditors would be worse off if the Transaction were not consummated pursuant to the terms of the APA, and (b) the Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their bankruptcy estates, creditors, and other parties in interest in these Chapter 11 Cases, and should be approved.

KK. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

LL. Indena S.p.A. ("Indena") and Sorrento Therapeutics, Inc. entered into a Master Services Agreement, with an effective date of June 10, 2016, as subsequently amended and supplemented, including by certain statements of work, purchase orders, and letter agreements (collectively, the "Indena MSA"). The Indena MSA governs Indena's provision of services related to extracting and supplying resiniferatoxin (RTX). The Debtors and Indena agree that the Debtors owe €995,980 in prepetition amounts to Indena under the Indena MSA. Indena asserts that the Indena MSA has expired by its terms and therefore cannot be assumed and assigned by the Debtors pursuant to section 365 of the Bankruptcy Code absent the parties entering into an amendment extending the effectiveness of the Indena MSA; Indena, the Debtors and the Purchaser reserve all rights related thereto.

MM. China Oncology Focus Limited ("COFL") and Sorrento entered into that certain *Exclusive License and Development Agreement*, dated October 3, 2014 (the "COFL License Agreement") for the exclusive license of certain patent rights, compounds, and other property, as more fully described in the COFL License Agreement (the "COFL Licensed Assets"). As set forth in the APA, the COFL License Agreement shall constitute an Assumed Contract assumed by the Debtors and assigned to the Purchaser, in accordance with the APA and the Sale Order; provided that any claims, rights or defenses of the counterparties arising under the COFL Licenses Assets shall be assumed and preserved, in accordance with and subject to the APA. The Cure Amount for the COFL License Agreement is hereby fixed at the amount set forth on Exhibit 2 attached to this Sale Order.

NN. On November 30, 2023, the Court confirmed the Debtors' chapter 11 plan of liquidation [Docket No. 1616, corrected at Docket No. 1652] (the "Confirmation Order"). The modifications made to the Debtors' confirmed chapter 11 plan, as reflected in the Plan attached hereto as Exhibit 3, do not materially or adversely affect any claimant's or equity holder's treatment and do not require re-solicitation. The modifications are appropriate, are permitted under section 1127(b) of the Bankruptcy Code, and are in the best interests of the Debtors' estates. Notice of the modifications was sufficient under the circumstances. The Plan continues to satisfy all the confirmation requirements of the Bankruptcy Code, including but not limited to sections 1122, 1123, and 1129.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The transactions contemplated by the APA are APPROVED as set forth in this Sale Order.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the proposed Sale Order, the Sale Hearing (if any), and the Transaction was fair and equitable under the circumstances and complied in all respects with the Bid Procedures Order and with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

Approval of the Sale of the Purchased Assets

3. The APA, including all ancillary documents, and all of the terms and conditions thereof, and the Transaction contemplated thereby, including the Purchase Price (as defined in the APA), are hereby approved in all respects. The Transaction is substantively and procedurally fair to the Purchaser and all other parties.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives, and officers, are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Transaction pursuant to and in accordance with the terms and conditions of this Sale Order and the APA; (b) transfer and assign all right, title, and interest to all Purchased Assets, including any and all property and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the APA; and (c) execute and deliver, perform under, consummate, and implement this Sale Order, the APA, any other definitive documentation contemplated by the APA, and all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order, the APA and the Transaction, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the APA and any such other ancillary documents.

5. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary, without further order of this Court, to implement the Sale Transaction and the other provisions of this Sale Order, including, without limitation, to allow the Purchaser to: (a) deliver any notice provided for in the APA and any ancillary documents; and (b) take any and all actions permitted under the APA and any ancillary documents in accordance with the terms and conditions thereof; *provided*, *however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

6. Subject to the terms, conditions and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect

or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the APA and this Sale Order and (b) with the ability of the Purchaser to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Sale Order; *provided*, *however*, that the foregoing restriction shall not prevent any party in interest from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

7. This Sale Order will be binding in all respects upon the Debtors, their bankruptcy estates, all creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against the Debtors, any and all alleged holders of Interests or Claims against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any or all of the Debtors' cases. The terms and provisions of the APA and this Sale Order will inure to the benefit of the Debtors, their bankruptcy estates, their creditors, Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of Purchaser, and any other affected third parties, including all persons asserting any Interests or Claims in the Purchased Assets to be sold to Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise will be binding.

Sale and Transfer of Purchased Assets

8. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the APA or the Sale Order, the Debtors' rights, title and interests in and to the Purchased Assets will be transferred to Purchaser free and clear of all Encumbrances, claims, interests, and liens, including mortgages, restrictions, covenants, easements, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including possessory and other consensual and non-consensual liens and statutory liens), judgments, demands, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, derivative and vicarious liability, transferee liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, against the Debtors or the Purchased Assets, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities arising under or related to the Internal Revenue Code, of the Debtors or any of the Debtors' predecessors or affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Interests or Claims"), with all such Interests or Claims to attach to the net cash

proceeds of the Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses that the Debtors and their bankruptcy estates may possess with respect thereto.

9. On the Closing Date, this Sale Order will be construed and will constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets to Purchaser pursuant to the terms and conditions set forth in this Sale Order and the APA.

10. Subject to the terms and conditions of this Sale Order, the transfer of the Purchased Assets to Purchaser pursuant to the APA and the consummation of the Transaction and any related actions contemplated thereby do not require any consents other than as specifically provided for in the APA, constitute a legal, valid, and effective transfer of the Purchased Assets, and will vest Purchaser with all of the Debtors' rights, title, and interests in and to the Purchased Assets as set forth in this Sale Order and the APA, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever except as otherwise set forth in this Sale Order and the APA.

11. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Transaction. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transaction.

12. Upon consummation of the Transaction, if any person or entity that has filed financing statements or *lis pendens*, or filed any other documents or agreements evidencing Interests or Claims against or in the Purchased Assets shall not have delivered to the Debtors prior

to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, then: (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; and (b) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, will constitute conclusive evidence of the release of all Interests or Claims in the Purchased Assets of any kind or nature; *provided that*, notwithstanding anything in this Sale Order or the APA to the contrary, the provisions of this Sale Order will be self-executing, and neither the Debtors nor Purchaser will be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of the Transaction, Purchaser is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

13. Except to enforce the APA, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, and creditors holding Interests or Claims of any kind or nature whatsoever against or in the Debtors and their bankruptcy estates or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Purchased Assets or the transfer of the Purchased Assets to Purchaser, hereby are forever barred and estopped, from asserting any Interests or Claims of any kind or nature whatsoever

arising prior to the Closing against Purchaser and its permitted successors, designees, and assigns, or property, or the Purchased Assets conveyed in accordance with the APA; *provided however*, that to the extent that any right to payment, or alleged right to payment, owed (or alleged to be owed) to Sorrento, the Debtors, and/or the Debtors' bankruptcy estates by COFL under the COFL License Agreement constitutes an Excluded Asset under the APA (the "COFL Alleged Receivable") and thus remains the property of Sorrento, the Debtors, and/or the Debtors' bankruptcy estates, then COFL retains any and all defenses and other Interests and Claims it may have with respect to such COFL Alleged Receivable *vis a vis* Sorrento, the Debtors, and/or the Debtors' bankruptcy estates.

14. As of and after the Closing Date: (a) each of the Debtors' creditors is hereby authorized to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Purchased Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory lien will be turned over and such liens will attach to the net cash proceeds of the Transaction in the same priority they currently enjoy with respect to the Purchased Assets.

Assumed Contracts

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date and payment of the applicable Cure Amounts (if any), the Debtors' assumption and assignment to the Purchaser on the terms set forth in this Sale Order and the APA of the Assumed Contracts, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

16. Subject to payment of the applicable Cure Amounts (if any), the Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing Date, the Assumed Contracts free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed in, or transferred by, the APA or as set forth in this Sale Order) and execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

17. Upon the Closing and payment of the applicable Cure Amounts (if any), in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract.

18. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms pursuant to the APA, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

19. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, at the Closing, or as soon as reasonably practicable thereafter, Purchaser shall pay to the respective counterparty the Cure Amounts (if any) relating to any Assumed Contract.

20. The payment of the applicable Cure Amounts (if any) shall effect a cure of any and all defaults (if any) existing as of the date that such executory contracts or unexpired leases are assumed and compensate for any actual pecuniary loss to such non-Debtor party resulting from such default.

21. Upon the Closing, the Debtors shall assume the Assumed Contracts and assign them to the Purchaser, and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by Debtors of such Assumed Contracts will not be a default thereunder. After the payment of the relevant Cure Amounts (if any), neither the Debtors, their bankruptcy estates, nor the Purchaser shall have any further liabilities to the non-Debtor counterparties to the Assumed Contracts, other than Purchaser's obligations under the Assumed Contracts that accrue or become due and payable on or after the date that such Assumed Contracts are assigned to the Purchaser.

22. Except as otherwise agreed in writing between the Debtors and the non-Debtor parties to the Assumed Contracts, stated on the record of the Sale Hearing (if any), or determined by Court order, the Cure Amounts for the Assumed Contracts are hereby fixed at the amounts set forth on Exhibit 2 attached to this Sale Order, and the non-Debtor parties to such Assumed Contracts are forever bound by such Cure Amounts and, upon payment of such Cure Amounts, if any, are hereby enjoined from taking any action against the Debtors and their bankruptcy estates, Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of the Purchaser, or the Purchased Assets with respect to any claim for cure amounts under any Assumed Contract.

23. Any provisions in any Assumed Contracts that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty or condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract constitute unenforceable anti-assignment provisions that are void, and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been satisfied.

24. Any party having the right to consent to the assumption or assignment of any Assumed Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

25. Upon the Closing, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assumed Contracts and the Debtors and their estates will be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

26. The Purchaser has provided adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

27. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred from raising or asserting against the Debtors and their estates or Purchaser any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of or in connection with the Closing.

28. Notwithstanding anything to the contrary herein, the Indena MSA shall not constitute an Assumed Contract under this Sale Order unless, prior to Closing, the Debtors, Purchaser, and Indena enter into a written amendment that, among other things, extends the effectiveness of the Indena MSA. Except as provided in this paragraph, this Sale Order does not authorize assumption and assignment of the Indena MSA to the Purchaser, and this Sale Order

does not constitute a conveyance of the rights and obligations of the Debtors under the Indena MSA to the Purchaser.

Additional Provisions

29. Pursuant to the APA and sections 363(b) and 363(k) of the Bankruptcy Code, the Purchaser, in addition to the other consideration offered under the APA, agreed to credit bid all DIP Obligations (as defined in the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "DIP Order") (entered substantially contemporaneously herewith) outstanding as of immediately prior to the Closing Date (collectively, the "Credit Bid"). The Credit Bid was valid and proper, and was authorized to be made by the Purchaser pursuant to the DIP Loan Documents (as defined in the DIP Order), the Bidding Procurers Order and the Bidding Procedures. No cause exists to limit, reduce, modify or impair the amount of the Credit Bid under section 363(k) of the Bankruptcy Code. In accordance with section 363(k) of the Bankruptcy Code, the Debtors valued each dollar of the Credit Bid as equivalent to one dollar of cash, and such valuation was appropriate and represents a reasonable exercise of the Debtors' business judgment.

30. The Debtors and Purchaser and their respective officers, directors and direct and indirect subsidiaries shall not have or incur any liability to any person or entity for any act taken or omitted to be taken in connection with the formulation, preparation, implementation, approval or consummation of the APA and the transactions contemplated thereby, or any contract, instrument, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the APA.

31. The Debtors and Purchaser hereby waive, and will be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

32. Following the Closing, no holder of an Interest or Claim in or against the Debtors and their bankruptcy estates or the Purchased Assets will interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to (i) such Interest or Claim (except as otherwise set forth in the APA and this Sale Order) or (ii) any actions that the Debtors and their bankruptcy estates may take in these Chapter 11 Cases or any successor case.

33. The Debtors, including their officers and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the APA and this Sale Order. The Debtors will be, and hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order. No consents or approvals, other than those expressly provided for in the APA or this Sale Order, are required for the Debtors to consummate the Transaction.

34. The consideration provided by Purchaser to the Debtors pursuant to the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, possession, or the District of Columbia.

35. Except for the Purchase Price or as otherwise set forth in the APA or this Sale Order, Purchaser shall not have any liability whatsoever for any obligation of the Debtors arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing,

Purchaser shall not be liable for any Claims or Interests against or in the Debtors, their directors, officers, employees, or advisors, any of their predecessors, or any of the Purchased Assets except as set forth in the APA or this Sale Order. By virtue of the Transaction, to the extent allowed by applicable law and except as otherwise set forth in this Sale Order, Purchaser and its affiliates, designees, successors, and assigns shall not be deemed or considered to (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor to the Debtors, including a "successor employer" for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtors, or any affiliate of the Debtors (other than the Purchaser), based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors (and there is no continuity of enterprise between Purchaser and any Debtor), including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of the Debtors or their respective estates.

36. The Transaction is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction will not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts), unless such authorization and consummation of the Transaction are duly stayed pending such appeal. Purchaser is an entity that has purchased the Purchased Assets in good faith,

as contemplated in section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

37. As a good-faith purchaser of the Purchased Assets, Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and therefore the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

38. Nothing in this Sale Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit regarding environmental laws that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

39. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Order, will conflict with or derogate from the terms of this Sale Order or the APA.

40. The mere failure to specifically include any particular provisions of the APA, including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order will not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the APA and each document, agreement or

instrument be authorized and approved in its entirety; *provided*, *however*, to the extent there are any inconsistencies between the terms of this Sale Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order will govern.

41. This Sale Order does not affect or impair any rights or remedies that Fisher Scientific and its divisions and subsidiaries (collectively, "Fisher") may have (a) in relation to any goods supplied to the Debtors in the ordinary course of business within forty-five days prior to the Petition Date, (b) to assert an administrative expense claim against the Debtors under any applicable provision of the Bankruptcy Code, or (c) in respect of any executory contracts between Fisher and the Debtors, if any. Any such rights and remedies, if any, are preserved and reserved; *provided, however*, that the rights of the Debtors and all other parties in interest to oppose and object to Fisher's assertion of any such rights or remedies, if any, and to seek any related relief, are preserved and reserved.

42. The modifications made to the Debtors' confirmed chapter 11 plan (as reflected in the Plan, attached hereto as Exhibit 3) are approved pursuant to section 1127(b) of the Bankruptcy Code. The Plan is confirmed, and the terms of the Confirmation Order shall apply in full force and effect to the Plan, as if fully set forth herein.

43. All time periods set forth in this Sale Order will be calculated in accordance with Bankruptcy Rule 9006(a).

44. To the extent that this Sale Order is inconsistent with any prior order or pleading in these Chapter 11 Cases, the terms of this Sale Order will govern.

45. The APA and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

46. The provisions of this Sale Order are nonseverable and mutually dependent.

47. Notwithstanding the provisions of Bankruptcy Rules 6004(h) or 7062 or any applicable provisions of the Local Rules, this Sale Order will not be stayed after the entry hereof, but will be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rule 6004(h) is hereby expressly waived and will not apply.

48. This Court will retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all future controversy or disputes concerning or relating in any way to the Transaction.

Signed: March 08, 2024

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

Asset Purchase Agreement

Highly Confidential

ASSET PURCHASE AGREEMENT

BY AND AMONG

SORRENTO THERAPEUTICS, INC.,

VIVASOR, INC.,

AND

SOLELY FOR THE PURPOSES OF SECTION 3.1(B)(V) AND SECTION 6.6,

HENRY JI

DATED AS OF MARCH 8, 2024

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of March 8, 2024 by and among SORRENTO THERAPEUTICS, INC., a Delaware corporation ("Seller"), Vivasor, Inc., a Delaware corporation ("Buyer"), and, solely for the purposes of Section 3.1(b)(v) and Section 6.6, Henry Ji ("Buyer Principal"). Each of Seller and Buyer are referred to herein as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein have the meanings set forth in Article I.

RECITALS

WHEREAS, on February 13, 2023, Seller and its wholly owned Subsidiary, Scintilla Pharmaceuticals, Inc., commenced voluntary proceedings under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, which are being jointly administered under the caption *In re Sorrento Therapeutics, Inc., et al.* (the "Bankruptcy Case");

WHEREAS, on March 1, 2024, Buyer and Seller entered into that certain Debtor-in-Possession Term Loan Promissory Note and Security Agreement (the "Buyer DIP Loan") pursuant to which Buyer has agreed to provide Seller with a non-amortizing super-priority senior secured term loan facility in an aggregate principal amount not to exceed $5,000,000 (plus any amounts capitalized thereon); and

WHEREAS, Buyer desires to purchase from Seller or its Subsidiaries (collectively, the "Selling Entities" and each, a "Selling Entity"), as applicable, directly and/or, in Buyer's sole discretion, through one or more Buyer Designees, and Seller desires to sell, or cause its Subsidiaries to sell, to Buyer and/or such Buyer Designees, the Purchased Assets, and in connection therewith Buyer is willing to assume the Assumed Liabilities, all upon the terms and conditions set forth herein and further subject to any Final Orders in the Bankruptcy Case.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

"Accounts Receivable" means any and all accounts receivable and other amounts receivable, notes receivable and other indebtedness due and owed to Person or any of its Subsidiaries, together with all security or collateral therefor (in each case to the extent not otherwise constituting Purchased Assets) and any interest or unpaid financing charges accrued thereon.

"Accounting Firm" means an independent internationally recognized accounting firm mutually agreed upon by Buyer, on the one hand, and Seller, on the other hand.

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. For purposes of this definition, "control" (and any similar term) means the power of one or more Persons to direct, or cause the direction of, the affairs of another Person by reason of ownership of voting stock or by Contract or otherwise.

"Aggregate Seller Unsecured Amount" means the aggregate outstanding and unpaid amounts due from Seller in respect of all allowed claims of Seller's unsecured creditors.

"Agreement" has the meaning given to such term in the Preamble hereto.

"Allocation" has the meaning given to such term in Section 2.6.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by Seller or any other Selling Entity, pursuant to which Seller or any other Selling Entity sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction, all or substantially all of the Purchased Assets, to a party or parties other than Buyer or its Affiliates.

"Assignment and Assumption Agreement" means one or more Assignment and Assumption Agreements to be executed and delivered by Buyer and/or, if applicable, one or more Buyer Designees, and Seller (on its own behalf and on behalf of any relevant Selling Entities) at the Closing, substantially in the form of Exhibit A.

"Assumed Contracts" has the meaning given to such term in Section 2.5.

"Assumed Liabilities" has the meaning given to such term in Section 2.3.

"Bankruptcy Case" has the meaning given to such term in the Recitals hereto.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas or such other court having competent jurisdiction over the Bankruptcy Case.

"Bidding Procedures Order" means the order of the Bankruptcy Court approving, among other matters, implementation in all material respects of the bidding procedures attached as Exhibit B.

"Bill of Sale" means one or more Bills of Sale to be executed and delivered by Seller and such of its Subsidiaries (other than Acquired Entities) that own any Purchased Assets to be transferred thereunder to Buyer and/or, if applicable, one or more Buyer Designees at the Closing, substantially in the form of Exhibit C.

"Bioserv Business" means the business conducted through Bioserv Corporation and its Subsidiaries located in San Diego, California, including the business of developing and manufacturing pharmaceutical products.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York or Houston, Texas.

"Buyer" has the meaning given to such term in the Preamble hereto.

"Buyer Accumulated Cash" means, at any time of determination, the gross, cumulative cash proceeds received from any source by Buyer and its Subsidiaries, from and after the Closing and to such time of determination, including, for the avoidance of doubt, any cash proceeds from (a) the net proceeds of any financing transactions, (b) any sale or other disposition of businesses, properties or other assets of Buyer or any of its Subsidiaries, and (c) any other cash received by Buyer and its Subsidiaries from the operation of their respective businesses.

"Buyer Designee" means a Subsidiary of Buyer designated by Buyer in writing to Seller prior to the Closing.

"Buyer Principal" has the meaning given to such term in the Preamble hereto.

"Closing" has the meaning given to such term in Section 4.1.

"Closing Date" has the meaning given to such term in Section 4.1.

"Closing Payment" has the meaning given to such term in Section 3.1(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercialization" or "Commercialize" means any and all activities relating to the offering for sale and sale of the Acquired Product including activities directed to storing, marketing, promoting, detailing, manufacturing, distributing, transporting, importing, exporting, warehousing, invoicing, handling, delivering, selling and offering to sell such Acquired Product. When used as a verb, "to Commercialize" and "Commercializing" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

"Commercially Reasonable Efforts" means, with respect to Buyer's obligations to Develop, Commercialize and Exploit the Acquired Products, the level of efforts and employment of such resources normally used by similarly situated biotechnology or biopharmaceutical companies (in terms of size and financial resources as compared to Buyer and its Subsidiaries, taken as a whole) relating to the development and commercialization of a product with similar market potential as the Acquired Product at a similar stage of development or commercialization.

"Consent" means any approval, consent, ratification, permission, waiver or authorization, or an order of the Bankruptcy Court that deems, or renders unnecessary, the same.

"Contract" means any lease, contract, deed, mortgage, license or other legally enforceable agreement or instrument.

"Cure Costs" mean the Liabilities and obligations that must be paid or otherwise satisfied to cure all of the defaults of Seller and Seller's Subsidiaries under the Assumed Contracts necessary for the assumption thereof by and assignment to Buyer pursuant to Section 365 of the Bankruptcy Code, as determined by the Bankruptcy Court (including any procedures approved thereby) and as provided herein and in the Sale Order.

"Cytimm Business" means the business conducted through Cytimm Therapeutics, Inc. as of December 29, 2023.

"Development" or "Develop" means, with respect to any Acquired Product, any non-clinical and clinical product development activities that are necessary or useful to apply for and obtain Marketing Authorization for such Acquired Product, including completions of clinical trials and the preparation and filing of Regulatory Filings and all scientific and regulatory affairs related to the foregoing and manufacturing scale-up and validation, statistical analysis and quality control activities. When used as a verb, "Developing" means to engage in Development and "Developed" has a corresponding meaning. For clarity, "Development" shall not include any Commercialization activities.

"Documentary Materials" means all books, records, information, files, data and plans (whether written, electronic or in any other medium), and similar items of the Selling Entities to the extent related to the Purchased Assets.

"EMA" means the European Medicines Agency and any successor agency thereto.

"Employees" means the employees and individual independent contractors of the Selling Entities.

"Encumbrances" means any charge, lien (statutory or otherwise), mortgage, lease, hypothecation, encumbrance, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment or similar restriction.

"Equity Interests" means the stock or other equity interests owned by Seller or its Subsidiaries in the following Persons: (a) Concortis Biosystems, Corp., (b) Ark Animal Health, Inc., (c) Vavotar Life Sciences LLC, (d) SmartPharm Therapeutics, Inc., (e) Scintilla Health, Inc., (f) TNK Therapeutics, Inc., (g) Sorrento Holding Company, (h) Sorrento Capital Acquisition Corp. I, (i) Sorrento Biologics, Inc., (j) SNAN HOLDCO LLC, (k) ACEA Therapeutics, Inc., (l) Sorrento Therapeutics, Inc. Hong Kong Ltd, (m) Sorrento Therapeutics Mexico, (n) Brink Biologics, Inc., (o) Coneksis, Inc., (p) Pulsar Therapeutics, Inc., (q) Globavir Biosciences, Inc., (r) Deverra Therapeutics, Inc., (s) Aardvark Therapeutics, Inc. and (t) Aardwolf Therapeutics, Inc.

"Exchange Act" means the Securities and Exchange Act of 1934, including all of the rules and regulations promulgated thereunder.

"Excluded Assets" has the meaning given to such term in Section 2.2.

"Excluded Liabilities" has the meaning given to such term in Section 2.4.

"Expense Reimbursement" has the meaning given to such term Section 7.13.

"Exploit" or "Exploited" means the exercise of any and all rights in respect of the Acquired Products, including to make, have made, import, export, use, have used, sell, offer for sale, have sold, license, research, Develop, Commercialize, register, Manufacture, have Manufactured, hold or keep (whether for disposal or otherwise), transport, treat, store, distribute, promote, market, or otherwise dispose of, and "Exploitation" means actions taken to Exploit.

"FDA" shall mean the United States Food and Drug Administration or any successor thereto.

"Final Allocation" has the meaning given to such term in Section 2.6.

"Final Order" means an order of the Bankruptcy Court as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

"Governmental Authority" means any federal, municipal, state, local or foreign governmental, administrative, taxing or regulatory authority, department, agency, commission or body (including any court or similar tribunal).

"HSR Act" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"ImmuneOncia" means ImmuneOncia Therapeutics Inc.

"ImmuneOncia Business" means the business conducted by or through ImmuneOncia, including the business of developing, licensing and supplying certain drug products for use as pharmaceutical products.

"Initial Public Offering" means any direct listing or underwritten initial public offering of equity securities of any Buyer Subsidiary on the NYSE, NASDAQ or an equivalent nationally recognized stock exchange in the United States pursuant to an effective registration statement filed under the Securities Act, other than pursuant to a registration statement on Form S-4 or S-8 or any similar or successor form.

"Intellectual Property" means all intellectual property rights and other proprietary rights in any jurisdiction throughout the world, including (a) Patents; (b) copyrights and other equivalent rights in works of authorship, moral rights (or other similar rights), copyright registrations and applications for copyright registration; (c) designs, design registrations, design registration applications; (d) names, trade names, business names, corporate names, domain names, social media accounts, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, unregistered trademarks, service marks, trade dress and logos, slogans, and other similar designations of source or origin and any goodwill associated with any of the foregoing; (e) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing; (f) Know-How; and (g) registrations and applications for any of the foregoing; and (h).

"IP Assignment Agreement" means one or more intellectual property assignment agreement(s) to be executed and delivered by Seller to Buyer and/or, if applicable, one or more Buyer Designees at the Closing, substantially in the form of Exhibit D.

"IRS" means the Internal Revenue Service.

"Know-How" means any and all trade secrets, know-how, information, data, specifications, processes, methods, platforms, formulae, materials, compounds, libraries, techniques, schematics, drawings, utility models, designs, technology, inventions (whether or not patented or patentable), discoveries and improvements, including manufacturing information and processes, assays, engineering and other manuals and drawings, standard operating procedures, regulatory, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality assurance, quality control and clinical data, technical information and research records.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, determination, decision or opinion of any Governmental Authority.

"Liability" means any debt, obligation or liability of any nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"Liquidating Trust" means a liquidating or similar trust as may be established with respect to Seller's estates in conjunction with the Bankruptcy Case.

"Liquidating Trustee" means the trustees or other representative of the Liquidating Trust.

"Manufacture", "Manufacturing" and "Manufactured" means all activities related to the production, manufacture, processing, filling, finishing, packaging, labeling, shipping and holding

of a pharmaceutical product, or any intermediate, quality assurance and quality control testing thereof prior to the distribution of a pharmaceutical product.

"Marketing Authorization" means, collectively, all Regulatory Approvals (including any pricing, reimbursement or access approvals) from the relevant Regulatory Authority necessary to initiate marketing and selling any Acquired Product (or other compound, product or therapy) in any country.

"Material Adverse Effect" means any event, condition, circumstance, development or effect that, individually or in the aggregate with all other events, changes, conditions, circumstances, developments and effects, has had, or would reasonably be expected to have, a material adverse effect on (i) the Purchased Assets, taken as a whole, or the Assumed Liabilities, taken as a whole or (ii) the ability of the Selling Entities to timely consummate the transactions hereby in accordance with the terms of this Agreement or otherwise perform their obligations under this Agreement; provided, however, that, with respect to clause (i) of the definition of "Material Adverse Effect", none of the following events, changes, conditions, circumstances, developments or effects (or the results thereof) shall be taken into account, individually or in the aggregate, in determining whether any such Material Adverse Effect has occurred: (a) the effect on relationships, contractual or otherwise, with customers, suppliers and vendors resulting from the announcement of the signing of this Agreement or the filing of the Petition; (b) actions, omissions, events and circumstances arising out of or caused by the filing of the Petition or the Bankruptcy Case; (c) actions taken by the Selling Entities at the express request or with the express consent of Buyer; (d) failure of any Selling Entity or any of their Affiliates to meet any internal or published projections, forecasts, estimates or predictions (provided, that the underlying causes thereof, to the extent not otherwise excluded by this definition, may be deemed to contribute to a Material Adverse Effect); (e) changes in Law or generally accepted accounting principles in the United States, or any changes in general legal, regulatory or political conditions; (f) volcanoes, tsunamis, pandemics or any escalation or material worsening of any pandemic, earthquakes, floods, storms, hurricanes, tornadoes or other natural disasters; (g) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets; (h) events or conditions generally affecting the industry or markets in which the Selling Entities operate; (i) national or international political or social conditions or any national or international hostilities, acts of terror or acts of war (whether or not declared), or any escalation or worsening of any such conditions, hostilities, acts of terror or acts of war (whether or not declared); (j) any product or product candidate of any Selling Entity, including any change, event, circumstance or development relating to the use or sale of any such product or product candidate, the suspension, recall, rejection, refusal of, request to refile or any delay in obtaining or making any regulatory application or filing relating to any such product or product candidate, any other negative actions, requests, recommendations or decisions of the FDA or any other Governmental Authority relating to any such product or product candidate, any other competitive or regulatory development affecting any such product or product candidate, or the failure to conduct successful clinical trials on a timely basis for any such product candidate; (k) any product or product candidate of any person or entity (other than any Selling Entity), including the announcement, development or entry into the market of any product competitive with any product or product candidate of any Selling Entity, the certification of any product or product candidate competitive with any product or product candidate of any Selling Entity under CFR 314.94(a)(12)(i)(A)(4) or the filing of any

Abbreviated New Drug Application or related patent litigation; (l) any clinical trials or studies undertaken by any person or entity, and any negative publicity or unfavorable media attention resulting therefrom; and (m) any changes in any managed care plan's coverage of any Acquired Product; provided further that, in the case of clauses (e), (f), (g), (h) and (i), such events, changes, conditions, circumstances, developments or effects shall be taken into effect in determining whether any such Material Adverse Effect has occurred to the extent that any such events, changes, conditions, circumstances, developments or effects have a disproportionate effect on the Purchased Assets, taken as a whole, or the Assumed Liabilities, taken as a whole, relative to similar assets and Liabilities of other Persons operating in the industry or markets in which the Selling Entities operate.

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Authority, whether preliminary, interlocutory or final, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

"Party" or "Parties" has the meaning given to such term in the Preamble hereto.

"Patents" means all patents, patent applications, and invention disclosures, in each case, in any country or supranational jurisdiction, including any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like, and any provisional applications, of any such patents or patent applications.

"Percentage Interest" means, as of any time, the quotient of (i) the equity interests in a Buyer Subsidiary then owned by Seller divided by (ii) the total issued and outstanding equity interests of such Buyer Subsidiary.

"Permit" shall mean franchises, grants, authorizations, registrations, licenses, permits, easements, variances, waivers, exceptions, certificates, and approvals of any Governmental Authority.

"Permitted Encumbrances" means: (a) liens for Taxes, special assessments or other governmental charges not yet due and payable or delinquent or that are being contested in good faith and for which adequate reserves have been made, (b) statutory liens and rights of set-off of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen, customs brokers or agencies, suppliers and materialmen, and other Encumbrances imposed by Law, in each case, incurred in the ordinary course of business that do not arise from a breach, default or violation by Selling Entity of any Contract or Law and for which adequate reserves have been made, (c) deposits and pledges securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits (other than valid obligations incurred in respect of any defined benefit pension plan), (ii) the performance of bids, tenders, leases, Contracts (other than for payment of money), statutory obligations, licenses and other similar obligations, or (iii) obligations on performance, surety or appeal bonds, (d) non-exclusive licenses of or other grants of rights to use Intellectual Property in the ordinary course of business, (e) Laws now or hereafter in effect relating to real property, easements and similar

Encumbrances which do not have an adverse effect on the current use by the Selling Entities of the real property subject thereto, (f) statutory liens creating a security interest in favor of lessors with respect to property of the Selling Entities which do not interfere with the current use of such leased property by the Selling Entities in any material respect, (g) Encumbrances contained in the Assumed Contracts, (h) Encumbrances arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business and (i) the Encumbrances disclosed on Schedule 1.1.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, syndicate, group, trust, association or other organization or entity or Governmental Authority. References to any Person include such Person's successors and permitted assigns.

"Petition" means the voluntary petition under Chapter 11 of the Bankruptcy Code filed by Seller with the Bankruptcy Court.

"Proceeding" has the meaning given to such term in Section 5.4.

"Process" (and the corollary term "Processing") means, with respect to data, the collection, use, storage, transfer, disclosure, disposal, or other processing of such data.

"Purchase Price" has the meaning given to such term in Section 3.1.

"Purchased Assets" has the meaning given to such term in Section 2.1.

"Purchased Intellectual Property" means all Intellectual Property owned by Seller or its Subsidiaries that is used or held for use in, or that otherwise relate to the Purchased Assets.

"Purchased Permits" all Permits pertaining to the Purchased Assets.

"Purchased Regulatory Approvals" means all Regulatory Approvals related to the Acquired Products.

"Purchased Regulatory Documentation" means, with respect to the Acquired Products or any other Purchased Assets, all (a) documentation comprising the Purchased Regulatory Approvals or Purchased Permits, (b) any and all applications, filings, submissions, Permits, notifications, reports and correspondence submitted to or received from Regulatory Authorities (including formal minutes and official contact reports relating to any communications with any Regulatory Authority), including any and all reports and documentation in connection with studies and tests (including study reports, safety reports, and study protocols and copies of all interim study analyses), and (c) any and all data (including clinical and pre-clinical data) or reports or documents developed for pending submissions to Regulatory Authorities related to the Acquired Products or contained in any of the foregoing, including any Investigational New Drug application (IND), Investigational Device Exemption (IDE), or other Regulatory Approval, Manufacturing data and DMF.

"Regulatory Approvals" means all INDs, IDEs, Emergency Use Authorizations, clinical trial applications, New Drug Applications (NDAs), Biologics License Applications (BLAs), Drug Master Files (DMFs), and related applications, and similar applications or approvals in the United States or any other country or jurisdiction primarily relating to the Acquired Products or any other Purchased Asset to the extent owned, maintained and in the possession and custody of Seller or any of its Subsidiaries, and all applications therefor.

"Regulatory Authority" means the FDA or any counterpart of the FDA outside the United States, or other Governmental Authority with authority over the Research, Development, registration, manufacture, making, formulating, having made, use and Commercialization of a medical product (including the Acquired Products), which may include the authority to grant the required reimbursement and pricing approvals for such sale.

"Regulatory Filings" means, individually or collectively, all applications, filings, submissions, notifications and Permits (including marketing and labeling authorizations) with respect to the testing, Research, Development, Manufacture, making, formulating, having made, use and Commercialization of an Acquired Product (or other compound, product or therapy) made to or received from any Regulatory Authority in a given country, and all amendments of the foregoing and all correspondence related to any of the foregoing.

"Representatives" means, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its Subsidiaries, including such Person's attorneys, accountants, financial advisors and restructuring advisors.

"Research" means all activities related to the research, identification, generation, formatting, screening, testing (including in vitro and animal models, but not in human subjects), stability testing, toxicology and formulation of compounds, products or therapies.

"Sale Order" has the meaning given to such term in Section 8.1(b).

"Scilex" means Scilex Holding Company, a Delaware corporation.

"Scilex Shares" means the shares of common stock, par value $0.0001 per share, of Scilex.

"Scilex Distribution" means the distribution by Seller of 76,000,000 Scilex Shares held by Seller to stockholders of Seller on or about January 19, 2023 (including, for the avoidance of doubt, any Scilex Shares contemplated to be distributed in connection therewith but which are currently held in abeyance by Seller).

"SEC" has the meaning given to such term in the Preamble to Article V.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules or regulations thereto.

"Seller" has the meaning given to the Preamble hereto.

"Seller Disclosure Schedule" has the meaning given to such term in the Preamble to Article V.

"Selling Entities" has the meaning given to such term in the Recitals hereto.

"Specifically Excluded Entities" means (a) Cytimm Therapeutics, Inc., (b) Scintilla Pharmaceuticals, Inc., (c) Bioserv Corporation, (d) Elina Labs LLC, (e) Elsie Biotechnologies Inc, (f) Adnab Inc., and (g) unless and until the Virex Option has been exercised and consummated, Virex Health, Inc.

"Specified Seller Stockholder" means any stockholder of Seller (i) that is an "accredited investor" (as such term is defined in Regulation D of the Securities Act) or (ii) to whom, in Buyer's judgement, Buyer can issue securities pursuant to an exemption from registration available under

the Securities Act, and in compliance with any other federal, state, foreign or local securities Law, in each case, without the imposition of an undue cost or burden on Buyer.

"Subsidiary" means, with respect to any Person, (a) any corporation or similar entity of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation or similar entity, is held, directly or indirectly by such Person and (b) any partnership, limited liability company or similar entity of which (i) such Person is a general partner or managing member or (ii) such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership, limited liability company or similar entity.

"Tax" means any U.S. federal, state, local or non-U.S. tax (including any income tax, franchise tax, service tax, capital gains tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee (including any fine, addition, penalty or interest), imposed by any Governmental Authority (to the extent the foregoing are taxes or in the nature of a tax).

"Tax Return" means any return, report, information return or other document (including any related or supporting information or amendments thereof) required to be filed with any Governmental Authority with respect to Taxes.

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale and any other Contract to be entered into by the Parties and/or one or more Buyer Designees, as applicable, in connection with the Closing.

"Transferred Records" means any and all Purchased Regulatory Documentation, books records, laboratory notebooks, data, analyses, files and other information, whether in hard copy or computer format, in each case, to the extent relating to any Acquired Products or any other Purchased Assets.

"Transfer Restrictions" means, with respect to any equity interests, that a holder of such equity interests shall not, and shall cause its Affiliates not to, (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, assign, encumber, pledge, hypothecate, or otherwise transfer or dispose of, directly or indirectly, any such equity interests, or (b) enter into any hedge, swap, put, call, short sale, derivative or other arrangement with respect to such equity interests or (c) transfer any of the economic consequences of ownership, in whole or in part, of such equity interests, in each case, other than any transfer to any of such holder's Affiliates, so long as they remain Affiliates of such holder.

"Trademark" has the meaning set forth in the definition of "Intellectual Property".

"Transfer Taxes" has the meaning given to such term in Section 7.9.

"Virex Assets" means all of Seller's and its Subsidiaries property, rights and interests in assets related to, use in or held for use in the Virex Business.

"Virex Business" means the business conducted through Virex Health, Inc., including the business of developing diagnostic testing solutions for COVID-19 and other infectious diseases and biologic threats.

"Virex Milestones" means the payments contemplated by Section 2.17 of that certain Agreement and Plan of Merger, dated as of January 14, 2022, among Sorrento Therapeutics, Inc., VH Merger Sub I, Inc., VH Merger Sub II, LLC, Virex Health Inc. and Fortis Advisors LLC (as amended from time to time).

"Willful Breach" means a knowing and intentional material breach of this Agreement that is a consequence of an act taken by the breaching Party, or the failure by the breaching Party to take an act it is required to take under this Agreement, in each case with actual knowledge that the taking of, or the failure to take, such act would, or would reasonably be expected to, cause a breach of this Agreement.

Section 1.2 Construction. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms "including," "includes" or similar terms when used herein shall mean "including, without limitation." The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement and (b) references to $ (dollars) are to United States Dollars.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Pursuant to Section 363 of the Bankruptcy Code and upon the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, Seller shall, or Seller shall cause its Subsidiaries to, sell, assign, convey, transfer and deliver to Buyer and/or one or more Buyer Designees, and Buyer and/or such Buyer Designees shall, by Buyer's payment of the Purchase Price and assumption of the Assumed Liabilities, purchase and acquire from Seller and Seller's Subsidiaries, all of the rights, title, benefits, privileges and interests of Seller and Seller's Subsidiaries, free and clear of all Encumbrances (other than Permitted Encumbrances), in and to all of the assets, property, rights and claims of Seller and Seller's Subsidiaries other than the Excluded Assets (collectively, the "Purchased Assets"). For the avoidance of doubt, the Purchased Assets shall include the assets set forth on Schedule I hereto.

Section 2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, Buyer expressly understands and agrees that Seller and Seller's Subsidiaries shall not sell, assign, convey, transfer or deliver to Buyer or any Buyer Designee any assets of Seller and Seller's Subsidiaries set forth on Schedule II hereto (collectively, the "Excluded Assets").

Section 2.3 Assumed Liabilities. On the Closing Date, Buyer and/or one or more Buyer Designees shall execute and deliver to Seller and Seller's Subsidiaries the Assignment and Assumption Agreement pursuant to which Buyer and/or such Buyer Designees shall assume and agree to pay, perform and discharge when due the Liabilities set forth on Schedule III, to the extent not paid prior to the Closing (collectively, the "Assumed Liabilities").

Section 2.4 Excluded Liabilities. Notwithstanding any provision herein to the contrary, neither Buyer nor any Buyer Designee shall assume or be obligated to pay, perform or otherwise discharge any Liabilities of the Selling Entities other than the Assumed Liabilities (all such Liabilities that neither Buyer nor any Buyer Designee is assuming being referred to collectively as the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities shall include the assets set forth on Schedule IV hereto.

Section 2.5 Assumption and Assignment of Certain Contracts; Cure Costs. For the avoidance of doubt, the Purchased Assets include all Contracts of the Acquired Entities and those other Contracts listed on Schedule V hereto (collectively, all Contracts included in the Purchased Assets, the "Assumed Contracts"). Buyer shall pay any amounts to cure any defaults of Seller and Seller's Subsidiaries under the Assumed Contracts in connection with the assumption thereof by and assignment to Buyer. Notwithstanding anything to the contrary herein, if, with respect to any Contract, Buyer and the applicable counterparty fail to reach an agreement as to Buyer's Liability for any Cure Costs associated with the assumption thereof by and assignment to Buyer or if the Bankruptcy Court determines the applicable Cure Cost in an amount that is not satisfactory to the Buyer, Buyer may, at its sole discretion, elect to not acquire such Contract and not assume the Liabilities associated therewith and such Contract shall thereafter be treated as an "Excluded Asset" (and the Liabilities associated therewith shall thereafter be treated as "Excluded Liabilities") for all purposes under this Agreement.

Section 2.6 Allocation. Buyer shall, not later than ninety (90) days after the Closing Date, prepare and deliver to Buyer an allocation of the Purchase Price (plus the Assumed Liabilities and other relevant items, to the extent properly taken into account for Tax purposes) among the Purchased Assets (excluding the Acquired Entities) and Equity Interests, and further allocated among the assets of any Acquired Entity that is a partnership or entity disregarded as separate from its owner for U.S. federal income tax purposes (the "Allocation") in accordance with Section 1060 of the Code, the Treasury Regulations thereunder and other applicable Law for Seller's review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Any reasonable comments provided by Seller to Buyer in accordance with this Section 2.6 shall be considered by Buyer in good faith. The Allocation shall be conclusive and binding on the Parties unless Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation, and specifies the reasonable basis for such objection, within ten (10) days after delivery to Seller of the Allocation. In the case of such an objection, Seller and Buyer shall negotiate in good faith to resolve any disputed items. Any resolution by Seller and Buyer shall be conclusive and binding on the Parties once set forth in writing (any such conclusive and binding Allocation, the "Final Allocation"). If Seller and Buyer are unable to resolve all disputed items within fifteen (15) days after the delivery of Seller's written objection to Buyer, Buyer and Seller shall jointly retain an Accounting Firm (which may in turn select an appraiser, if needed) to resolve any disputed item(s). The costs, fees and expenses of the Accounting Firm shall be borne by Seller. The Accounting Firm shall resolve any such dispute within thirty (30) days after its retention, and the Final Allocation shall be adjusted to reflect any such resolution of any disputed item(s). The Parties agree to (and shall cause their affiliates to) file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with, and shall not take any position in connection with Tax matters that is inconsistent with, the Final Allocation unless otherwise required by a final determination within the meaning of Section 1313 of the Code or any corresponding provision of state, local or non-U.S. Law, or as Buyer or Seller (as applicable) determine is necessary to settle a dispute with a Tax authority after making a good faith effort to defend the Final Allocation. In the event that a Governmental Authority disputes the Final Allocation, the Party receiving notice of such dispute shall promptly notify the other Party, and Seller and Buyer shall, and shall cause their respective Affiliates to, use their reasonable efforts to defend such Final Allocation in any applicable proceeding. Notwithstanding the foregoing, in administering the Bankruptcy Case, the Bankruptcy Court shall not be required to apply the Final Allocation, and neither Seller, nor any other parties in interest, shall be bound by such Final Allocation, for purposes of determining the manner in which the Purchase Price should be allocated for non-tax purposes either as between the Selling Entities and their respective estates or as among the Purchased Assets themselves.

ARTICLE III
PURCHASE PRICE

Section 3.1 Purchase Price.

(a) In consideration for the Purchased Assets, subject to the terms and conditions of this Agreement and the entry and effectiveness of the Sale Order, Buyer and/or one or more Buyer Designees shall pay or otherwise transfer to Seller at the Closing the Purchase Price

(as defined below) and Buyer and/or one or more Buyer Designees shall assume the Assumed Liabilities.

(b) Subject to the terms and conditions of this Agreement, at the Closing, Buyer and/or one or more Buyer Designees shall:

(i) Pay to Seller by wire transfer of immediately available funds an amount in cash equal to the difference of (x) $15,500,000 *minus* (y) the outstanding principal amount under the Buyer DIP Loan, together with all accrued and/or capitalized interest thereon (the "Cash Consideration");

(ii) Issue to Seller a promissory note, dated as of the date of the Closing and in the form attached hereto as Exhibit E (the "Promissory Note"), for an aggregate principal amount of $5,000,000;

(iii) Cause the issuance to Seller of equity interests of each Buyer Subsidiary which, after giving effect to such issuance, shall equal seven percent (7%) of the issued and outstanding equity interests of each Buyer Subsidiary (all such interests, the "Buyer Subsidiary Equity Interests");

(iv) If Buyer Accumulated Cash exceeds $500,000,000 at any time following the Closing Date, pay to Seller by wire transfer of immediately available funds an amount equal to $35,000,000; and

(v) Effective as of, and contingent on, the Closing, Buyer Principal hereby waives any amount of compensation and benefits (including accrued paid time-off) that Buyer Principal is entitled to receive from Seller or any Subsidiary of Seller in consideration for Buyer Principal's services prior to the Closing Date.

The sum of the amounts set forth in this Section 3.1(b)(i) through (ii) is referred to herein as the "Sale Price". The Sale Price plus the Subsidiary Equity Interests is referred to herein as the "Purchase Price".

(c) Tax Treatment. The parties intend that, for all U.S. federal, state and local income tax purposes the transactions contemplated herein be treated as follows:

(i) Buyer purchases (or, as applicable, assumes) from Seller in exchange for the Sale Price ninety three percent (93%) of the Purchased Assets and Assumed Liabilities;

(ii) Immediately thereafter, (A) Buyer contributes the Purchased Assets and Assumed Liabilities purchased in clause (i) above to the applicable Buyer Subsidiary and (B) Seller contributes the remaining Purchased Assets and Assumed Liabilities to the applicable Buyer Subsidiary in exchange for the applicable Buyer Subsidiary Equity Interests, in each case in a transaction governed by Section 721(a) or Section 351(a) of the Code, as applicable.

(d) Virex Option.

(i) If Seller fails to consummate a disposition, directly or indirectly, of all of its rights, title, benefits, privileges and interests in all or substantially all of the Virex Assets to a third Person (other than, for the avoidance of doubt, Seller or any of its Affiliates) in a bona fide sale transaction within sixty (60) calendar days of the Closing Date, from and after such date Buyer shall have the right, but not the obligation, to purchase all or any portion of the Virex Assets owned, directly or indirectly, by Seller as of the exercise of such right for $500,000 *plus* the assumption of all Liabilities to the extent related to the Virex Business (including the Virex Milestones) (the "Virex Liabilities") (the "Virex Option Purchase Price") by delivering a written notice of such election to Seller by no later than the sixtieth (60th) calendar day following the Closing Date (such right of Buyer to purchase the Virex Assets, the "Virex Option"). If Buyer elects to exercise the Virex Option, the cash portion of the Virex Option Purchase Price shall be paid by Buyer by wire transfer of immediately available funds, and the acquisition of the Virex Assets by and sale to Buyer shall be consummated (the "Virex Option Closing") concurrently with and on the same date as such Virex Option Purchase Price is paid. From and after the Virex Option Closing, (i) the Virex Assets shall be deemed to be "Purchased Assets" for all purposes hereunder, (ii) Buyer shall make an offer of employment to each Employee of Virex on employment terms determined by Buyer in its sole and absolute discretion (and such employees shall be deemed Offered Employees for purposes of this Agreement) and (iii) the Virex Liabilities shall be deemed to be "Assumed Liabilities" for all purposes hereunder.

(ii) As promptly as practicable following the Virex Option Closing, Buyer shall cause the issuance and delivery to Seller of equity interests of the Virex Buyer Subsidiary which, after giving effect to such issuance, shall equal seven percent (7%) of the issued and outstanding equity interests of the Virex Buyer Subsidiary as of the Virex Option Closing, and such equity interests shall thereafter be deemed to be "Buyer Subsidiary Equity Interests" for all purposes hereunder. The parties intend the effectuation of the Virex Option Closing to be treated in the same manner for U.S. federal, state and local income tax purposes as set forth in Section 3.1(d) above.

The sum of the Purchase Price, as may be adjusted by the payment of the Virex Option Purchase Price in Section 3.1(d) and the adjustments set forth in Section 3.2, is referred to herein as the "Adjusted Purchase Price".

Section 3.2 [Reserved].

Section 3.3 Withholding. Notwithstanding anything herein to the contrary, any Selling Entity, Buyer (and/or one or more Buyer Designees) or any of their respective Affiliates (or agents acting on behalf of any of them) (an "Applicable Withholding Agent") shall be entitled to deduct and withhold from any amounts payable by them pursuant to this Agreement such amounts (and only such amounts) as it is required to deduct and withhold with respect to such payment under any provision of U.S. federal, state or local Tax Law. The Applicable Withholding Agent shall notify Seller of its intention to deduct or withhold no later than five (5) Business Days prior to any

such deduction or withholding, and shall cooperate in good faith with Seller and its Affiliates to minimize any such deduction and withholding. Any amounts so deducted and withheld in accordance with this Section 3.3 and timely paid over to the appropriate Governmental Authority shall be treated for all purposes of this Agreement as having been paid to the Party that would otherwise have received such amount but for the required deduction or withholding.

Section 3.4 Buyer Subsidiary Equity Interests.

(a) To the extent permissible under applicable Law, Buyer Subsidiary Equity Interests granted pursuant to Section 3.1(b)(iii) shall take the form of preferred equity units, with an aggregate liquidation preference (which shall be allocated to the various Buyer Subsidiary Equity Interests in a manner reasonably acceptable to Seller) equal to the Aggregate Seller Unsecured Amount in the event of a liquidation or dissolution or the applicable Buyer Subsidiary and convertible, at the election of the holder, on a one-to-one basis into common equity units of the applicable Buyer Subsidiary; provided, that, such preferred equity units shall automatically convert into common equity units, without any further action on the part of the holder, upon the earlier to occur of the following: (i) payment to Seller's unsecured creditors (including via the Liquidating Trust) of an aggregate amount equal to the Aggregate Seller Unsecured Amount, (ii) effectiveness of any settlement between Seller and the creditors or Liquidating Trustee (on behalf of the Liquidating Trust and its beneficiaries) of similar effect, and (iii) in the event such Buyer Subsidiary's common equity units become publicly listed and traded on a Securities Market (as defined below) or such Buyer Subsidiary consummates a merger or acquisition (each of the events described in the foregoing clauses (i) through (iii), a "Conversion Event").

(b) The parties acknowledge and agree that the Buyer Subsidiary Equity Interests payable pursuant to this Agreement will not be registered under the Securities Act or under any state securities Laws and is being offered and sold in reliance upon federal and state exemptions from registration for transactions not involving any public offering. Each book entry representing Buyer Subsidiary Equity Interests shall be notated with a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS.

(c) Seller acknowledges and agrees that the Buyer Subsidiary Equity Interests payable to Seller pursuant to this Agreement shall be subject to the Transfer Restrictions from and after the Closing; provided, that, with respect to each Buyer Subsidiary, Buyer hereby acknowledges and agrees that, from and after the Closing Date until the Initial Public Offering of such Buyer Subsidiary or such Buyer Subsidiary consummates a merger or acquisition, the organizational documents of such Buyer Subsidiary shall permit Seller to transfer its applicable Buyer Subsidiary Equity Interests subject to customary and reasonable restrictions set forth therein with respect to permitted transfers (*e.g.*, compliance with applicable Law, prohibition on transfers to competitors of Buyer, etc.).

Section 3.5 Buyer Efforts with Respect to Acquired Products. From and after the Closing, Buyer shall, and shall cause each of its Subsidiaries to, use Commercially Reasonable Efforts to Develop, Commercialize and Exploit each of the Acquired Products. With respect to each Buyer Subsidiary, Buyer and Seller hereby acknowledge and agree that, from and after the Closing Date until the Initial Public Offering of such Buyer Subsidiary or such Buyer Subsidiary consummates a merger or acquisition, the organizational documents of such Buyer Subsidiary shall provide Seller customary tag-along rights and provide Buyer a customary drag-along right pursuant to which Seller will be required to sell its Buyer Subsidiary Equity Interests in connection with a merger or acquisition of such Buyer Subsidiary that is, in each case, approved by Buyer.

ARTICLE IV
THE CLOSING

Section 4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article VIII of this Agreement, the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement (the "Closing") shall take place at the offices of Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, at 8:00 a.m. (central time) no later than the second (2nd) Business Day following the date on which the conditions set forth in Article VIII have been satisfied or, to the extent permitted, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as Buyer and Seller may mutually agree. The date on which the Closing actually occurs is herein referred to as the "Closing Date."

Section 4.2 Deliveries by Seller. At or prior to the Closing, Seller shall deliver or cause to be delivered the following to Buyer:

(a) the Bill of Sale, duly executed by the Selling Entities;

(b) the Promissory Note, duly executed by Seller;

(c) the Assignment and Assumption Agreement, duly executed by the Selling Entities;

(d) the IP Assignment Agreement, duly executed by the applicable Selling Entities;

(e) certificates representing all of the Equity Interests, duly endorsed (or accompanied by duly executed stock or similar powers) by the Selling Entity owning such Equity Interests in blank or for transfer to Buyer or a Buyer Designee, if such Equity Interests are certificated, or other appropriate instruments necessary to transfer such Equity Interests to Buyer and any applicable Buyer Designees;

(f) a copy of the Sale Order as entered by the Bankruptcy Court;

(g) a properly completed and duly executed IRS Form W-9 from each Selling Entity (or, if applicable, its regarded owner for U.S. federal income tax purposes); and

(h) the certificate contemplated by Section 8.2(c).

Section 4.3 Deliveries by Buyer. At or prior to the Closing, Buyer shall deliver or cause to be delivered the following to Seller:

(a) the Cash Consideration;

(b) the Promissory Note, duly executed by Buyer;

(c) the Buyer Subsidiary Equity Interests;

(d) certified copies of the resolutions duly adopted by Buyer's board of directors (or if applicable the sole equity holder of Buyer) authorizing the execution, delivery and performance of this Agreement and each of the other transactions contemplated hereby;

(e) the Assignment and Assumption Agreement and the IP Assignment Agreement, duly executed by Buyer and, to the extent applicable, one or more Buyer Designees; and

(f) the certificate contemplated by Section 8.3(c).

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE SELLING ENTITIES

Subject to such exceptions as are disclosed in the disclosure schedule (the "Seller Disclosure Schedule") delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement, Seller represents and warrants to Buyer as follows:

Section 5.1 Organization, Standing and Corporate Power. Each Selling Entity is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization. Prior to the commencement of the Bankruptcy Case, each Selling Entity is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to result in a Material Adverse Effect.

Section 5.2 Authority Relative to this Agreement. Subject to the applicable provisions of the Bankruptcy Code, each of the Selling Entities has all necessary corporate or similar authority to execute and deliver this Agreement (solely in the case of Seller) and the other Transaction Documents to which it is a party and, upon entry and effectiveness of the Sale Order, in accordance with the terms hereof, will have all necessary corporate or similar authority to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement (solely in the case of Seller) and the other Transaction Documents to which any Selling Entity is

party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the board of directors or equivalent governing body of each Selling Entity, and no other corporate or similar proceedings on the part of such Selling Entity are necessary to authorize this Agreement (solely in the case of Seller) or the other Transaction Documents to which it is party or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Seller, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the other Transaction Documents to which any Selling Entity is party will have been duly and validly executed and delivered by each Selling Entity, and assuming that this Agreement and the other Transaction Documents to which it is party constitute valid and binding agreements of Buyer and each applicable Buyer Designee to the extent that it is a party thereto, and, subject to the entry and effectiveness of the Sale Order and the execution and delivery of such other Transaction Documents in accordance with the terms hereof, this Agreement and the other Transaction Documents constitute valid and binding agreements of each Selling Entity party thereto, enforceable against such Selling Entity in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

Section 5.3 No Violation; Consents.

(a) Except as described in Section 5.3(a) of the Seller Disclosure Schedule, except to the extent excused by or unenforceable as a result of the filing of the Bankruptcy Case and except for the entry and effectiveness of the Sale Order, neither the execution and delivery of this Agreement nor the sale by any Selling Entity of any Purchased Assets pursuant to this Agreement will (with or without notice or lapse of time) conflict with or result in any breach of (i) any provision of such Selling Entity's Certificate of Incorporation or Bylaws (or similar organizational documents) or (ii) subject to the matters referred to in Section 5.3(b), any Law applicable to any Selling Entity or its respective properties or assets, except as would not reasonably be expected to result in a Material Adverse Effect.

(b) No Consent of any Governmental Authority is required to be obtained by or with respect to any Selling Entity in connection with the execution and delivery of this Agreement by such Selling Entity, or the consummation by such Selling Entity of the transactions contemplated by this Agreement, except for (i) the Consents set forth in Section 5.3(b) of the Seller Disclosure Schedule, (ii) compliance with any applicable requirements of applicable securities Laws, (iii) the entry of the Sale Order by the Bankruptcy Court, and (iv) such other Consents where the failure to obtain such Consents would not reasonably be expected to result in a Material Adverse Effect.

Section 5.4 Legal Proceedings and Orders. Except as would not reasonably be expected to have a Material Adverse Effect or as described in Section 5.4 of the Seller Disclosure Schedule, other than in connection with the Bankruptcy Case, there is no action, suit, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding or any informal proceeding) or investigation pending or being heard by or before, or otherwise involving, any Governmental Authority or any arbitrator or arbitration panel (each a "Proceeding"), and no Person

has threatened in writing to commence any Proceeding, in each case, that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement.

Section 5.5 Investment Decision. Seller is an "accredited investor" as defined in Regulation D of the Securities Act, is able to bear the economic risk of its investment in the Buyer Subsidiary Equity Interests and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of its investment in the Buyer Subsidiary Equity Interests. Seller is acquiring the Buyer Subsidiary Equity Interests for investment and not with a view toward or for the sale in connection with any distribution thereof, or with any present intention of distributing or selling such Buyer Subsidiary Equity Interests. Seller acknowledges that the Buyer Subsidiary Equity Interests have not been registered under the Securities Act or any other federal, state, foreign or local securities Law, and agrees that such Buyer Subsidiary Equity Interests may not be sold, transferred, offered for sale, pledged, distributed, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and in compliance with any other federal, state, foreign or local securities Law, in each case, to the extent applicable.

Section 5.6 Title to Assets. The Selling Entities have good and valid title to, or have good and valid leasehold interests in, all tangible personal property that is included in the Purchased Assets (other than the Excluded Assets), free and clear of all Encumbrances other than Permitted Encumbrances, except (i) to the extent that such Encumbrances will not be enforceable against such tangible personal property following the Closing in accordance with the Sale Order, (ii) as set forth in Section 5.6 of the Seller Disclosure Schedule or (iii) as would not reasonably be expected to result in a Material Adverse Effect.

Section 5.7 Brokers. Except as set forth in Section 5.7 of the Seller Disclosure Schedule, no Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by any Selling Entity in connection with the transactions contemplated by this Agreement. Such fees shall be paid in full by Seller.

Section 5.8 Disclaimer of Additional Warranties. Except as expressly provided in this Agreement or in the Sale Order, Buyer agrees and acknowledges that all transfers of the Purchased Assets are "as is" and "where is," and acknowledges and agrees that the Selling Entities make no representation of any kind whatsoever with respect to the Purchased Assets or otherwise, express or implied, including but not limited to any representation or warranty regarding the title or condition of the Purchased Assets, or the fitness, desirability, or the merchantability thereof or suitability thereof for any particular purpose, the current or future Tax Liability, assessment or valuation of any of the Purchased Assets, the compliance of any of the Purchased Assets in their current or future state with applicable Laws or the actual projected income or operating expense of the Business or Purchased Assets.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

Section 6.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Any Buyer Designee that executes and delivers any Transaction Document will be a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization as of the Closing Date.

Section 6.2 Authority Relative to this Agreement.

(a) Buyer has all necessary limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents to which Buyer is party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the board of managers or member(s), as applicable, of Buyer, and no other limited liability company proceedings on the part of Buyer are necessary to authorize this Agreement or the other Transaction Documents to which it is party or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the other Transaction Documents to which Buyer is a party will have been duly and validly executed and delivered by Buyer, and, assuming that this Agreement and such other Transaction Documents constitute valid and binding agreements of the Selling Entities party thereto, constitute valid and binding agreements of Buyer, enforceable against Buyer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

(b) Each Buyer Designee that executes and delivers a Transaction Document shall have, as of the Closing Date, all necessary corporate power and authority to execute and deliver the Transaction Documents to which it is party and to consummate the transactions contemplated thereby. The execution and delivery of each Transaction Documents to which any Buyer Designee is party and the consummation of the transactions contemplated thereby shall have been duly and validly authorized by the board of directors of each Buyer Designee that executes and delivers a Transaction Document prior to such execution and delivery, and no other corporate proceedings on the part of such Buyer Designee shall be necessary at the time of such execution and delivery to authorize the Transaction Documents to which it is party or to consummate the transactions contemplated thereby. The Transaction Documents to which a Buyer Designee is party shall have been duly and validly executed and delivered prior to the Closing by each Buyer Designee that executes and delivers a Transaction Document, and, assuming that the Transaction Documents constitute valid and binding agreements of the Selling Entities party thereto, shall constitute valid and binding agreements of such Buyer Designee, enforceable against such Buyer Designee in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

Section 6.3 No Violation; Consents.

(a) Neither the execution and delivery of this Agreement by Buyer, nor the purchase by Buyer and/or any applicable Buyer Designees of the Purchased Assets and the assumption by Buyer and/or such Buyer Designees of the Assumed Liabilities pursuant to this Agreement will (with or without notice or lapse of time) conflict with or result in any breach of (i) any provision of Buyer's or any such Buyer Designee's Certificate of Incorporation or Bylaws (or similar organizational documents) or (ii) subject to the matters referred to in Section 6.3(b), any Law applicable to Buyer or any such Buyer Designee or their respective properties or assets, except as would not reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement.

(b) No Consent of any Governmental Authority or any third party is required to be obtained by or with respect to Buyer and/or any applicable Buyer Designee in connection with the execution and delivery of this Agreement by Buyer or such Buyer Designee, or the consummation by Buyer or such Buyer Designee of the transactions contemplated by this Agreement, except for (i) compliance with any applicable requirements of applicable securities Laws, (ii) the entry of the Sale Order by the Bankruptcy Court, and (iii) such other Consents where the failure to obtain such Consents would not reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement.

Section 6.4 Legal Proceedings and Orders. To the actual knowledge of Buyer Principal, there is no Proceeding, and no Person has threatened in writing to commence any Proceeding that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement, except for the Bankruptcy Case. To the actual knowledge of Buyer Principal, there is no governmental order, writ, injunction, judgment or decree to which Buyer is subject that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement.

Section 6.5 Buyer Financing. As of the Closing Date, Buyer will have sufficient cash in immediately available funds to pay the Cash Consideration, all Cure Costs (subject to Section 2.5) and all of the fees, costs and expenses incurred in connection with the transactions contemplated hereby by Buyer and its Affiliates. As of the Closing Date, each of Buyer and any applicable Buyer Designees shall have adequate financial resources to pay or otherwise satisfy the Assumed Liabilities assumed by Buyer or such Buyer Designee.

Section 6.6 Buyer Principal Activities. Since February 13, 2023, Buyer Principal has not (a) usurped any corporate opportunities from Seller or any Subsidiary of Seller or (b) directly or indirectly discouraged, prevented or prohibited any Person from making or submitting any proposal, offer, inquiry or request with respect to a direct or indirect acquisition, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction, of all or a material portion of the assets of Seller and its Subsidiaries.

Section 6.7 Brokers. No Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement.

Section 6.8 Fair Market Value of U.S. Assets. Buyer has determined in good faith that the aggregate fair market value of the non-exempt assets (as defined in the HSR Act) of the Purchased Assets does not exceed $119.5 million.

ARTICLE VII
COVENANTS OF THE PARTIES

Section 7.1 Conduct of Business of the Selling Entities. Except (i) as set forth on Schedule 7.1, (ii) as required by any Order of the Bankruptcy Court (or as reasonably necessary in connection with the Bankruptcy Case), (iii) as required by applicable Law, (iv) as expressly contemplated or required by the terms of any Transaction Document or (v) with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), during the period commencing on the date of this Agreement and continuing through the Closing or the earlier termination of this Agreement in accordance with its terms:

(a) each of the Selling Entities shall (i) operate the Business in the ordinary course of business (taking into account the fact that the Bankruptcy Case has commenced, the fact that the Business will be operated while in bankruptcy, the fact that the operation of the Business may require additional financing, the fact that the Selling Entities and their Affiliates may enter into other transactions pursuant to Section 363 of the Bankruptcy Code and the fact that the continuing operation of the Business, including payments to suppliers, will be subject to the approval of the Bankruptcy Court) and (ii) use its commercially reasonable efforts to preserve in all material respects the Purchased Assets; and

(b) the Selling Entities shall not:

(i) sell, lease (as lessor), transfer or otherwise dispose of (or permit to become subject to any additional Encumbrance) any Purchased Assets;

(ii) delay in any respect the payment of any undisputed material trade accounts payable of the type being assumed by Buyer under this Agreement (which, for the avoidance of doubt, excludes all Cure Costs), including undisputed amounts payable under Assumed Contracts, other than delays in payment incurred in the ordinary course of business;

(iii) amend in any adverse respect or voluntarily terminate (or waive any right of Seller or any of Seller's Subsidiaries or any other material provision of) any Assumed Contracts;

(iv) cancel, abandon, allow to lapse, fail to renew, maintain or defend, or encumber (in whole or in part) any registered or application to register Purchased Intellectual Property;

(v) except as required by Law or Contracts or Benefit Plans in effect as of the date hereof or as provided in any incentive or retention program or similar arrangement approved by the Bankruptcy Court, pay any bonus or similar payment to, or increase the amount of wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its other Employees, other than immaterial changes for non-executive management Employees in the ordinary course of business;

(vi) transfer any property, asset or interest of an Acquired Entity to Seller or any Subsidiary of Seller that is not an Acquired Entity or cause any Acquired Entity to assume any Liability of Seller or any Subsidiary of Seller that is not an Acquired Entity; or

(vii) authorize any of the foregoing, or commit or agree to do any of the foregoing.

Section 7.2 Conduct of Business of Buyer. Buyer agrees that, between the date of this Agreement and the Closing, it shall not, and shall cause its controlled Affiliates and Buyer Principal not to, directly or indirectly, knowingly take any action that would, or would reasonably be expected to, individually or in the aggregate, prevent or materially impede, interfere with or delay the consummation of the transactions contemplated by this Agreement, except as required by any order of the Bankruptcy Court, as required by applicable Law, or as otherwise consented to in writing by Buyer.

Section 7.3 Access to and Delivery of Information; Maintenance of Records.

(a) Between the date of this Agreement and the Closing Date, to the extent permitted by Law, the Selling Entities shall, during ordinary business hours and upon reasonable prior notice (i) give Buyer and Buyer's Representatives reasonable access to Seller's accountants, counsel, financial advisors and other authorized outside representatives, officers and senior management in their respective principal places of business, all books, records and other documents and data to the extent related to the Purchased Assets in the locations in which they are normally maintained; provided that, in connection with such access, Buyer and Buyer's Representatives shall minimize disruption to the Business and the Bankruptcy Case. Notwithstanding anything to the contrary set forth in this Section 7.3(a), no access to, or examination of, any information or other investigation shall be permitted to the extent that it would require disclosure of information subject to attorney-client or other privilege. All information obtained by Buyer or Buyer's Representatives pursuant to this Section 7.3 shall be kept confidential and not be disclosed by Buyer or Buyer's Representatives in any manner whatsoever, except as required by Law or as authorized in writing by Seller; provided, however, the following information shall not be deemed subject to the confidentiality and non-disclosure obligations set forth herein: (a) information that is already in the possession of Buyer or Buyer's Representatives, as evidenced by the contemporaneous written records of Buyer or Buyer's Representatives, provided that such information is not known by Buyer or Buyer's Representatives to be subject to an obligation of confidentiality to Seller, (b) information that is or becomes generally available to the public other than as a result of a disclosure, or any other act or omission, in violation of the terms hereof, by Buyer or Buyer's Representatives, (c) information that is or becomes available to

Buyer or Buyer's Representatives on a non-confidential basis from a source other than the Seller or Seller's Representatives, provided that such source is not known by Buyer, after due inquiry, to be bound by an obligation of confidentiality to Seller with respect to such information or (d) information that is independently developed by Buyer or Buyer's Representatives without reference to or use of any confidential information.

(b) From and after the Closing, the Selling Entities, the Liquidating Trust and their respective Representatives (including for the avoidance of doubt, the Liquidating Trustee(s)) shall have reasonable access to all of the books and records of the Selling Entities directly or indirectly delivered to Buyer at Closing, including all Documentary Materials and all other information pertaining to the Purchased Assets to the extent that such books, records and information relate to any period prior to the Closing Date. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours, and Buyer shall permit the Selling Entities and their Representatives to make such reasonable copies of such books, records and information as they may reasonably request.

(c) Any attorney-client privilege, work-product doctrine, joint interest privilege or other privilege or immunity (collectively, the "Privileges") belonging to Seller or any of Seller's Subsidiaries, and attaching to any documents, information or communications (whether written or oral) in connection with the Purchased Assets, shall be transferred (subject to the limitations below) to the Liquidating Trust solely for the purpose of allowing the Liquidating Trust to carry out its obligations as trustee under the trust agreement (the "Liquidating Trust Agreement"). Privileged material that Seller or any of Seller's Subsidiaries turn over that relate to Acquired Causes of Action shall automatically vest in, and be available for the assertion or waiver by the Liquidating Trustee, *provided* that the transfer of Privileges, and any obligation of Seller or any of Seller's Subsidiaries to turn over any documents, information or communications in connection with such transfer of Privileges, shall apply only to documents, information or communications dated on or before the Closing Date. The Liquidating Trust's receipt of the Privileges associated with the Purchased Assets shall not operate as a waiver of any or all other privileges possessed or retained by Buyer or Seller or any of their respective Subsidiaries.

Section 7.4 Expenses. Except to the extent otherwise specifically provided herein (including, for the avoidance of doubt, Section 7.13), in the Bidding Procedures Order or the Sale Order, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

Section 7.5 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, at all times prior to the earlier of the Closing and the termination of this Agreement in accordance with its terms, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement as soon as practicable following the date hereof (including using such efforts to satisfy the conditions precedent set forth in Article VIII).

(b) From time to time, on or after the Closing Date, the Selling Entities shall execute and deliver such other instruments of transfer to Buyer as are reasonably necessary and as Buyer may reasonably request in order to more effectively vest in Buyer all of the Selling Entities' right, title and interest to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) For a period of one hundred eighty (180) days after the Closing Date, Buyer shall make available and provide to the Selling Entities and their successors (including the Liquidating Trust) (i) such payroll and billing services that were provided by the Selling Entities to the Virex Business prior to the Closing and (ii) to the extent that Buyer determines it commercially reasonable and not unduly burdensome to do so, and to the extent otherwise permitted by Law and the terms of the applicable Contracts with vendors, service providers and other third parties, all other services, assets, infrastructure, IT and Purchased Assets that were used by the Selling Entities prior to the Closing, in each case, at no cost to the Selling Entities or their successors, for the purposes of the efficient running of the Estate and the winddown, liquidation or sale of the Estate or the assets thereof. For the avoidance of doubt, this Section 7.5(c) shall not be deemed to impose any obligation on Buyer or any Subsidiary of Buyer to hire or retain any employees, independent contractors or other persons or service providers to facilitate the provision of any of the services or other assets referenced in this Section 7.5(c) (in addition to any Offered Employees hired and retained by Buyer in its sole discretion).

Section 7.6 Public Statements. The Parties shall consult with each other before issuing any press release or making any public statement or other public communication with respect to the Agreement or the transactions contemplated hereby. Except to the extent required by applicable Law, any Governmental Authority or by the rules of a national securities exchange, no Party shall issue any such press release or make any such public statement or public communication without the prior consent of the other Party, which shall not be unreasonably withheld.

Section 7.7 Governmental Authority Approvals and Cooperation.

(a) As promptly as reasonably practicable after the date of this Agreement, each of the Selling Entities and Buyer shall (and shall cause their respective Affiliates to) use its commercially reasonable efforts to make any filings and notifications, and to obtain any Consents from Governmental Authorities (other than the Bankruptcy Court), required to be made and obtained under applicable Law in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable.

(b) Each Party (i) shall cooperate with each other Party in connection with the filings and Consents contemplated by this Section 7.7, (ii) shall promptly inform each other Party of any material communication received by such Party from any Governmental Authority (other than the Bankruptcy Court) concerning this Agreement, the transactions contemplated hereby and any filing, notification or request for Consent related thereto, and (iii) shall permit each other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority (other than the Bankruptcy Court) in response thereto. In addition, none of the Selling Entities or Buyer shall (and shall ensure that their respective Affiliates do not) agree

to participate in any meeting with any Governmental Authority (other than the Bankruptcy Court) in respect of any filings, investigation or other inquiry with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for Consent related thereto unless it consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority and applicable Law, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. The Selling Entities and Buyer shall, and shall cause their respective Affiliates to, furnish Buyer or the Selling Entities (and Buyer's Representatives and Seller's Representatives, as applicable), as the case may be, copies of all material correspondence, filings and communications between it and its Affiliates (and Buyer's Representatives and Seller's Representatives, as applicable) on the one hand, and the Governmental Authority (other than the Bankruptcy Court) or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for Consent related thereto (in each case, excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine). Each of the Selling Entities and Buyer shall (and shall cause their respective Affiliates to) furnish each other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with its preparation of necessary filings, registrations or submissions of information to any Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for Consent related thereto.

Section 7.8 Employee Matters. With respect to any Employee who is not employed by an Acquired Entity at Closing and whose employment does not automatically transfer to Buyer or its Affiliates upon the Closing by operation of Law, Buyer may, at its sole and absolute discretion, make offers of employment prior to or after the Closing to certain Employees (each such Employee, an "Offered Employee") on employment terms determined by Buyer in its sole and absolute discretion. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Buyer acknowledges that Seller in its sole discretion may terminate the employment of any Employee on or after the date hereof. Nothing in this Agreement is intended to (i) prevent the Buyer or its Affiliates from amending or terminating any of its benefit plans, (ii) prevent the Buyer or its Affiliates, after the Closing, from terminating the employment of any Offered Employee who accepts an offer of employment from Buyer or a Buyer Designee or other service provider, or (iii) create any third-party beneficiary rights in any Employee or service provider, any beneficiary or dependent thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Employee or service provider or under any Benefit Plan or any other plan maintained by the Buyer or its Affiliates.

Section 7.9 Tax Matters.

(a) Any sales, use, goods and services, property transfer or gains, harmonized sales, documentary, stamp, registration, recording, value added, or similar Tax payable in connection with the sale or transfer of the Purchased Assets and the assumption of the Assumed Liabilities and not exempted under the Sale Order or by Section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne by Buyer. The Selling Entities and Buyer shall use their commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the

Purchased Assets from any such Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes to the extent permitted under applicable Tax Law. Buyer shall provide reimbursement for any Tax described in this Section 7.9 that is paid by the Selling Entities.

(b) All real property, personal property and other ad valorem Taxes with respect to the Purchased Assets that are due after the Closing Date shall be paid by Buyer.

(c) Buyer agrees to furnish or cause to be furnished to Seller and Seller's Representatives, upon request, as promptly as practicable, such information and assistance as is reasonably necessary for the filing of Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or Proceeding relating to any Tax. Such information and assistance shall include providing reasonable access to all of the books and records of the Selling Entities delivered to Buyer or any Buyer Designee at Closing or provided pursuant to Section 7.3. Access to books and records shall be afforded upon receipt of reasonable advance notice and during normal business hours.

(d) The Parties agree to treat any payment made from one Party to another pursuant to this Agreement that is not reflected as part of the Purchase Price under this Agreement as an adjustment to the Purchase Price for all income Tax purposes, unless otherwise required by applicable Law.

(e) The Parties agree not to make any election under Section 336(e) or Section 338 of the Code with respect to the transactions contemplated by this Agreement.

Section 7.10 Submission for Bankruptcy Court Approval.

(a) The Selling Entities shall give notice under the Bankruptcy Code of the request for the relief in the Sale Order to all Persons entitled to such notice, including all Persons that have asserted Encumbrances in the Purchased Assets and all non-debtor parties to the Assumed Contracts, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby. The Selling Entities shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be acceptable to the Buyer in its discretion prior to their filing with the Bankruptcy Court.

(b) Each Selling Entity and Buyer shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect, the Bankruptcy Court's approval of the Sale Order. Each Selling Entity shall promptly provide Buyer or its counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Selling Entity has in its possession (or receives) pertaining to the motion for approval of the Sale Order or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the Bankruptcy Court's docket or otherwise made available to Buyer or its counsel.

(c) If the Bidding Procedures Order, the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order or other such order), subject to rights otherwise arising from this Agreement, the Selling Entities and Buyer shall use their commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

Section 7.11 Overbid Procedures; Adequate Assurance.

(a) The Selling Entities and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids and Bankruptcy Court approval.

(b) The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Buyer agrees to be bound by and accept the terms and conditions of the Bidding Procedures Order as approved by the Bankruptcy Court.

(c) Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer or any applicable Buyer Designee of each Assumed Contract. Buyer agrees that it will, and will cause its Affiliates to, promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Buyer shall, and shall cause any applicable Buyer Designee to, from and after the Closing Date, (i) assume all Liabilities of the Selling Entities under the Assumed Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Assumed Contracts when the same are due thereunder.

Section 7.12 Transfer of Purchased Assets; Substitution of Letters of Credit; Payments Received.

(a) Buyer will make all necessary arrangements for Buyer or a Buyer Designee to take possession of the Purchased Assets, and, at Buyer's expense, to transfer same to a location operated by Buyer or a Buyer Designee, to the extent necessary, as promptly as practicable following the Closing.

(b) On or as promptly as practicable following the Closing Date (but in no event later than five (5) Business Days following the Closing Date), Buyer shall, at its sole cost and expense, (i) replace any letters of credit, banker's acceptance or similar credit transaction that secure any Liabilities of the Purchased Assets and (ii) cause such letters of credit, banker's acceptance or similar credit transaction to be released and returned to Seller.

(c) The Selling Entities, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by such Party or its Affiliates, any cash, checks with appropriate endorsements or other property that such party or its Affiliates may receive on or after the Closing which properly belongs to Buyer or the Selling Entities, respectively, or their respective Affiliates.

Section 7.13 Expense Reimbursement. If (a) (i) any Alternative Transaction Event occurs, Buyer or Seller terminates this Agreement pursuant to Section 9.1(f)(i) and (ii) (x) such Alternative Transaction is subsequently consummated or (y) such Alternative Transaction is not subsequently consummated but Seller receives a payment from or on behalf of the counterparty to such Alternative Transaction in consideration of the failure to consummate such Alternative Transaction (*e.g.*, a termination payment, expense reimbursement) (any of the events described in this clause (a), an "Alternative Transaction Event Trigger", and any of the amounts received pursuant to this clause (a), "Alternative Transaction Proceeds"), and (b) at the time such Alternative Transaction Event Trigger occurred, Buyer was not in material breach of any provision of this Agreement, then Buyer will be entitled to receive, without further order of the Bankruptcy Court, from the Alternative Transaction Proceeds, an amount in cash equal to Buyer's reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisers) incurred in connection with Buyer's evaluation, consideration and negotiation of a possible transaction with Seller and in connection with the transactions contemplated hereby (the "Expense Reimbursement"); provided, however, that, with respect to Buyer's reasonable documented out-of-pocket expenses incurred in connection with Buyer's evaluation, consideration and negotiation of a possible transaction with Seller and in connection with the transactions contemplated hereby (excluding the Buyer DIP Loan), in no event shall Buyer be entitled to Expense Reimbursement in excess of $600,000; provided, further, that in the event of an Alternative Transaction Trigger of the type described in clause (y) such Expense Reimbursement shall be the lesser $600,000 and the payment actually received by Seller from or on behalf of the counterparty to such Alternative Transaction. Such Expense Reimbursement shall be made by wire transfer of immediately available funds to an account designated by Buyer, with such payment to be made on or before the third (3rd) Business Day following the occurrence of the Alternative Transaction Event Trigger. The claim of Buyer in respect of the Expense Reimbursement shall constitute a super-priority administrative expense claim, senior to all other administrative expense claims of the Selling Entities, as administrative expenses under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case and shall be paid, in cash, from the Alternative Transaction Proceeds.

Section 7.14 Assignability of Certain Purchased Assets. To the extent that the assignment to Buyer of any Purchased Asset pursuant to this Agreement is not permitted without the consent, waiver, confirmation or other approval of a third party or is prohibited by applicable Law, and such consent, waiver, confirmation or other approval or waiver of such Law cannot be overridden by the Sale Order or any other related Order of the Bankruptcy Court (such Purchased Assets, the "Nonassignable Assets"), then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Nonassignable Asset or any right or interest therein unless and until such consent, waiver, confirmation or other approval is obtained or such waiver of Law is obtained, and the Parties shall use reasonable best efforts prior to the

Closing to obtain such consents, waivers, confirmations or approvals or waiver of Law. If any such consent, waiver, confirmation or other approval or waiver or Law is not obtained prior to the Closing Date in respect of a Nonassignable Asset, then, the Nonassignable Asset shall not be transferred at the Closing and the Closing will proceed with respect to the remaining Purchased Assets upon the terms and subject to the conditions hereof, and solely to the extent not prohibited under applicable Law (including the Bankruptcy Code), and Seller shall (at Buyer's sole cost and expense) (a) use its reasonable best efforts to cooperate with Buyer to obtain such consent, waiver, confirmation or other approval or waiver of applicable Law, and (b) cooperate in a lawful arrangement proposed by Buyer designed to provide Buyer with the benefits and obligations of such Nonassignable Asset, including, for the avoidance of doubt, with respect to any Contracts with third-party vendors and service providers necessary or appropriate for the continued operation and maintenance of the Purchased Assets in substantially the same manner as such Purchased Assets were operated and maintained prior to the Closing Date (an "Interim Arrangement"), including (i) enforcement by Seller, for the benefit of Buyer, of any and all rights of Seller, against any party to an Assumed Contract arising out of the breach or cancellation thereof by such party and (ii) the performance by Buyer, at its sole expense, of the obligations and assumption of the economic burdens of Seller or its Affiliates to be performed after the Closing with respect to such Nonassignable Asset. Upon obtaining any applicable consent, waiver, confirmation or other approval with respect to any Nonassignable Asset and/or waiver of any applicable Law, such Nonassignable Asset shall be promptly transferred and assigned to Buyer in accordance with the terms of this Agreement, the Sale Order and the Bankruptcy Code. Nothing in this Section 7.14 shall obligate Buyer to waive any right or condition under this Agreement.

Section 7.15 Buyer Subsidiary Organization Plan. Buyer and its Subsidiaries shall take the actions set forth on Schedule VII hereto (the "Buyer Subsidiary Organization Plan") upon the terms and conditions set forth therein; provided that Buyer shall be entitled to modify or amend the Buyer Subsidiary Organization Plan (other than with respect to the entity type and jurisdiction of each Subsidiary at the time of formation) without Seller's prior consent; provided, further that, no such modification or amendment shall adversely impact Seller or any of its rights and entitlements hereunder without the prior written consent of Seller. Buyer acknowledges and agrees that, notwithstanding the Buyer Subsidiary Organization Plan (as the same may be modified from time to time), Buyer shall sell, contribute, assign, transfer and convey all of the rights, title, benefits, privileges and interests of Buyer in and to the Purchased Assets to Buyer Subsidiaries.

Section 7.16 [Reserved].

Section 7.17 Buyer Equity Investment Opportunities.

(a) Following the Closing Date, the Specified Seller Stockholders shall have the right to purchase common equity securities of Buyer, on a pro rata basis, for up to $5,000,000 in aggregate equity value of Buyer, on terms and conditions determined by Buyer in its reasonable judgment (any such issuance of common equity securities, the "Buyer Post-Closing Private Placement"). In order to exercise its right to participate in the Buyer Post-Closing Private Placement, a Specified Seller Stockholder must (i) make a firm and binding commitment to Buyer in writing to participate in such Buyer Post-Closing Private Placement, the number of securities such Specified Seller Stockholder will purchase and the applicable purchase price, in each case, in

accordance with the terms and conditions determined by Buyer, no later than five (5) calendar days prior to the Closing Date, (ii) promptly provide any information and documentation reasonably requested by Buyer in connection with the Buyer Post-Closing Private Placement, and (iii) pay the purchase price for such securities in cash by wire transfer of immediately available funds to an account designated by Buyer no later than seven (7) calendar days after the Closing Date.

(b) If, at any time following the Closing Date, Buyer or a Buyer Subsidiary issues or sells equity securities by means of an Initial Public Offering, the Seller Stockholders shall have the right to purchase equity securities of Buyer or Buyer Subsidiary, as applicable, in such Initial Public Offering, on a basis pro rata to such Seller Stockholder's relative ownership of Seller as of the date hereof as compared to all Seller Stockholders' ownership of Seller as of the date hereof, for up to ten percent (10%) of the equity securities contemplated to be registered pursuant to such Initial Public Offering, at the same price per equity security as offered to the public in such Initial Public Offering and on other customary and reasonable terms and conditions determined in good faith by Buyer in its reasonable judgment. Buyer shall set forth such terms and conditions in a written notice to be delivered to the Seller Stockholders (and request that, if such Seller Stockholder is not the beneficial owner of any of the shares of Seller it holds, then such Seller Stockholder provide such notice to the relevant beneficial owner(s)) (the "IPO Notice"), and in order to exercise its right to participate an Initial Public Offering, a Seller Stockholder or the relevant beneficial owner must (i) notify Buyer in writing of its intent to so participate, the number of securities such Seller Stockholder or relevant beneficial owner intends to purchase and the applicable purchase price, in each case, in accordance with the terms and conditions set forth in the IPO Notice, (ii) promptly provide any information and documentation reasonably requested by Buyer in connection with the Initial Public Offering, and (iii) pay the purchase price for such securities in cash by wire transfer of immediately available funds to an account designated by Buyer in accordance with the terms and conditions set forth in the IPO Notice. Notwithstanding anything to the contrary herein, any registration statement publicly filed by or on behalf of a Buyer Subsidiary with respect to an Initial Public Offering of such Buyer's Subsidiary's equity securities shall be deemed to constitute sufficient written notice by Buyer for all purposes pursuant to the immediately foregoing sentence.

(c) Notwithstanding anything to the contrary in this Section 7.17, Buyer may limit the availability of the equity investment opportunities set forth herein to any Specified Seller Stockholder if Buyer determines, in its good faith judgement, that the participation of such Specified Seller Stockholder could reasonably be expected to be legally impermissible, to impose an adverse tax consequence or other material adverse impact on Buyer and/or any of its Subsidiaries.

Section 7.18 Seller Public Company Status. From and after the Closing, Seller shall take all actions necessary to ensure that Seller maintain basic operations and remain an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and that the common equity securities of Seller remain publicly listed on a Securities Market pursuant to an effective registration statement filed under the Securities Act and to comply with all applicable Laws, rules and regulations promulgated by the SEC and any securities exchange on which Seller's common equity securities are listed. Buyer shall make available to Seller any and all services required by Seller to comply with the covenants set forth in the

immediately preceding sentence and shall pay all fees and expenses payable in connection therewith, provided that Buyer shall determine, in its sole discretion, the precise arrangements whereby such services are provided (*e.g.*, whether by means of Buyer's personnel or a third party vendor) and the terms and conditions subject to which such services are provided. To the extent that Seller is required to directly incur any costs and expenses in order to comply with the obligations set forth in the immediately preceding two sentences that Buyer does not otherwise incur or pay for, Seller may request that Buyer reimburse Seller for such costs and expenses by providing notice of such request in writing, together with reasonable documentation evidencing the amount of such costs and expenses that have been incurred and the relevant purposes, and in the event Buyer fails to reimburse Seller for such costs and expenses within ten (10) calendar days of receipt of a reimbursement request (other than a request in respect of incidental, de minimis expenses incurred by Seller), Seller may elect to immediately terminate Seller's obligations under this Section 7.18 by providing written notice thereof to Buyer.

Section 7.19 [Reserved].

Section 7.20 Litigation Matters. Buyer and Seller agree and acknowledge that the Parties shall have the rights and obligations, and acknowledge the intentions of the Parties, set forth in Schedule VIII with respect to the matters set forth therein.

Section 7.21 Post-Closing Governance. Seller shall take any and all actions to ensure that, as of the Closing, Buyer Principal, is appointed as a member and the Chairman of the board of directors of Seller, and is and remains appointed as an officer of Seller in the capacity of President and Chief Executive Officer. Buyer Principal shall agree to act in such capacities in consideration of a total annual compensation and benefits package that is the same or no less favorable to Buyer Principal than the total annual compensation and benefits package currently in place by and between Buyer Principal and Seller; provided, that, any and all compensation due to Buyer Principal thereunder shall be deferred and not paid out until the receipt of full payment by Seller of the Aggregate Seller Unsecured Amount.

Section 7.22 Buyer Subsidiary Equity Financing Transaction.

(a) Following the Closing and prior to the receipt of full payment by Seller of the Aggregate Seller Unsecured Amount, in the event that a Buyer Subsidiary consummates any equity financing transaction (other than the transactions described in Section 7.17) (any such transaction, a "Buyer Subsidiary Equity Financing Transaction"), the Percentage Interest then owned by Seller in such Buyer Subsidiary (i) may not be decreased unless (A) Buyer has consummated equity financing transactions resulting in gross proceeds of at least $50,000,000 and (B) Buyer has, directly or indirectly, contributed cash to such Buyer Subsidiary of at least $10,000,000 and (ii) following the satisfaction of the conditions set forth in clause (i), may not be decreased by a percentage amount greater than the quotient of (i) the gross proceeds from such Buyer Subsidiary Equity Financing Transaction divided by (ii) the sum of (x) the gross proceeds from such Buyer Subsidiary Equity Financing Transaction and (y) $50,000,000.

(b) Notwithstanding the foregoing, (i) a Buyer Subsidiary may consummate a Buyer Subsidiary Equity Financing Transaction only if Buyer has determined, in its good faith

judgement, that, as of such time, (x) the proceeds of the Buyer Subsidiary Equity Financing Transaction are required for such Buyer Subsidiary's continued operation and growth and (y) an alternative debt financing transaction is either not readily or commercially available or, to the extent readily and commercially available, the terms and conditions of such alternative debt financing transaction are not superior to the terms and conditions of the Buyer Subsidiary Equity Financing Transaction, and (ii) the Percentage Interest then owned by Seller in any Buyer Subsidiary may not be decreased by any amount in connection with a Buyer Subsidiary Equity Financing Transaction if Buyer is the sole provider of financing in such transaction.

(c) The requirements and other terms and conditions set forth in this Section 7.22 shall immediately terminate and no longer have any force and effect from and after (x) the occurrence of a Conversion Event under clauses (i) and (ii) of Section 3.4(a), or (y) solely with respect to such Buyer Subsidiary, the occurrence of a Conversion Event under clause (iii) of Section 3.4(a).

Section 7.23 Tax Structuring. The Parties agree that any allocation and sharing of proceeds contemplated by Items 4 and 5 of Schedule VIII hereto shall be structured for all U.S. federal, state, local and non-U.S. income and other tax purposes in such a manner as selected by Buyer in its reasonable discretion ("Tax Structuring") and Seller and its Subsidiaries shall cooperate with Buyer in effectuating the Tax Structuring; provided that if such Tax Structuring would reasonably be expected to result in a material adverse tax effect on Seller, any Excluded Entity, any Liquidating Trust or any beneficiary thereof Buyer and Seller shall reasonably cooperate with each other and use commercially reasonable efforts to minimize such adverse tax effect.

Section 7.24 Wrong Pockets; Intercompany Accounts.

(a) Without limiting Section 7.5, if either Buyer or Seller becomes aware that any of the Purchased Assets has not been transferred to Buyer or that any of the Excluded Assets has been transferred to Buyer, it shall promptly notify the other and the Parties shall, as soon as reasonably practicable, ensure that such property is transferred, at the expense of Seller and with any necessary prior third party consent or approval, to (a) Buyer, in the case of any Purchased Asset that was not transferred to Buyer at the Closing, or (b) Seller, in the case of any Excluded Asset that was transferred to Buyer at the Closing.

(b) Prior to the Closing, Seller shall use commercially reasonable efforts to take or shall cause its wholly owned Subsidiaries to take such actions as are necessary to settle, effective as of or prior to the Closing, all intercompany accounts between or among the wholly owned Acquired Entities, on the one hand, and Seller and its wholly owned Subsidiaries (other than the Acquired Entities), on the other hand, so that, as of the Closing, there are no intercompany obligations, fees, payables or receivables between or among the wholly owned Acquired Entities, on the one hand, and Seller or any of its wholly owned Subsidiaries (other than the Acquired Entities), on the other hand.

Section 7.25 Intellectual Property. Promptly following the Closing, at Buyer's sole cost and expense, Seller shall take such further actions and execute such further documents as may be

necessary or reasonably requested by Buyer to effectuate, evidence and perfect the assignment and transfer of the Purchased Intellectual Property and Purchased Regulatory Approvals to Buyer, including making such filings with any Governmental Authorities as may be required to transfer the Purchased Intellectual Property and Purchased Regulatory Approvals to Buyer.

Section 7.26 Assumption of Regulatory Commitments; Transfer of Purchased Regulatory Approvals. The Parties shall reasonably cooperate with each other in any necessary or desirable communications with the FDA and/or EMA regarding the transfer of the rights to the Purchased Regulatory Approvals. Seller shall use all commercially reasonable efforts to complete the transfer of each Purchased Regulatory Approval as promptly as practicable after the Closing but no later than twenty (20) Business Days after the Closing Date. Following such transfer, Seller shall not retain any rights in any Purchased Regulatory Approval.

Section 7.27 Copies of Pleadings. No less than three (3) Business Days prior to the proposed filing date thereof, Seller shall, to the extent reasonably practicable, provide Buyer with drafts of all documents, motions, orders, filings or pleadings that Seller proposes to file with the Bankruptcy Court that relate to the approval of this Agreement and the consummation of the transactions contemplated hereby, so as to permit Buyer sufficient time to review and comment on such drafts, and, with respect to all provisions that are about to affect Buyer or the Purchased Assets, or relate to the transactions contemplated by this Agreement, such pleadings and proposed orders shall be in form and substance reasonably acceptable to Seller and Buyer. Seller shall also promptly (and, in any event, within three (3) Business Days) provide Buyer with copies of all pleadings received by or served by or upon Seller in connection with the Bankruptcy Case that relate to or, in Seller's judgment, are reasonably expected to affect the transactions provided for in this Agreement and which (i) are not publicly available on the Bankruptcy Court's docket or otherwise made available to Buyer or its counsel or (ii) have not, to the actual knowledge of Seller, otherwise been served on Buyer.

Section 7.28 Confidentiality. Following the Closing, Seller shall, and Seller shall cause its controlled Affiliates to, maintain as confidential and not use (other than for the purposes of (a) administering the Bankruptcy Case and the wind down of the Estate (including reconciliation of claims), (b) in connection with any dispute or litigation regarding this Agreement or the Transaction Documents or the transactions contemplated hereby and thereby, or (c) complying with applicable Law) or disclose (except (i) in connection with the administration of the Bankruptcy Case and the wind down of the Estate (including reconciliation of claims), (ii) as otherwise required by Law, (iii) as required or requested by any Governmental Authority, (iv) as disclosed in connection with, and directly related to, any dispute or litigation regarding this Agreement or the Transaction Documents or the transactions contemplated hereby and thereby, or (v) as authorized in writing by Buyer), (A) any confidential, proprietary or non-public information or materials exclusively relating to the Purchased Assets or the Assumed Liabilities and (B) any materials developed by Buyer or any of its Representatives or provided by Buyer or any of its Representatives to Seller. Following the Closing, Seller shall, and Seller shall cause its controlled Affiliates to, maintain as confidential and not disclose (except (i) as may be necessary in the administration of the Bankruptcy Case, (ii) as otherwise required by Law, (iii) as required or requested by any Governmental Authority, (iv) as disclosed in connection with, and directly related to, any dispute or litigation regarding this Agreement or the Transaction Documents or the

transactions contemplated hereby and thereby, or (v) as authorized in writing by Buyer), any confidential, proprietary or non-public information or materials relating to the Purchased Assets or the Assumed Liabilities. In the event Seller is required by Law to disclose any information or materials within the scope of the preceding sentences of this Section 7.26, Seller shall, to the extent legally permissible and feasible, promptly notify Buyer in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall reasonably cooperate with Buyer, at Buyer's sole expense, to obtain a protective order and otherwise preserve the confidentiality of such information or materials consistent with applicable Law. Information and materials subject to the confidentiality obligations in this Section 7.26 do not include any information or materials which (i) at the time of disclosure is or thereafter becomes generally available to or known by the public (other than as a result of the disclosure of such information or materials by Seller or its controlled Affiliates in breach of this Section 7.26) or (ii) becomes available to Seller or its Affiliates and Representatives after the Closing Date on a non-confidential basis from a Person (other than Buyer or any of its Affiliates) who is not bound by a confidentiality agreement with Buyer or any of its Affiliates.

Section 7.29 Notification of Certain Matters. The Parties shall give each other prompt written notice of such Party becoming aware of (a) the initiation, institution or commencement of any Proceeding by a Governmental Authority or other Person (or communications indicating that the same may be contemplated or threatened) challenging the validity of the transactions contemplated hereby or seeking to enjoin, delay, restrain or prohibit this Agreement or any of the Transaction Documents or the consummation of the transactions contemplated hereby, (b) any Material Adverse Effect, and/or (c) the receipt of any notice or other communication from any Governmental Authority or other Person alleging that the consent of such Person is or may be required under any organizational document, Assumed Contract, Purchased Permit or Law in connection with the consummation of any part of the transactions contemplated hereby.

Section 7.30 Purchased Assets "AS IS;" Certain Acknowledgements.

(a) Buyer agrees, warrants and represents that (a) Buyer is purchasing the Purchased Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Buyer's own investigation of the Purchased Assets and (b) neither the Selling Entities nor any of Seller's Representatives has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Purchased Assets, any part of the Purchased Assets, the financial performance of the Purchased Assets, or the physical condition of the Purchased Assets. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by the Selling Entities and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except as set forth in this Agreement, Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE V OF THIS AGREEMENT, THE SELLING ENTITIES MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS.

(b) Buyer acknowledges and agrees that it (i) has had an opportunity to discuss the Purchased Assets with the management of Seller and has been afforded the opportunity to ask questions of and receive answers from management of Seller, (ii) has had reasonable access to the books and records of the Selling Entities, and (iii) has conducted its own independent investigation of the Selling Entities, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby. In connection with the investigation by Buyer, Buyer has received or may receive from the Selling Entities certain projections, forward-looking statements and other forecasts and certain business plan information. Buyer acknowledges and agrees neither the Selling Entities nor any other Person will have or be subject to any Liability or indemnification obligation to Buyer or any other Person resulting from the distribution to, or use by, Buyer or any of its Affiliates or any of Buyer's Representatives of any information provided to Buyer or any of its Affiliates or any of Buyer's Representatives by the Selling Entities or any of Seller's Representatives, including any information, documents, projections, forward-looking statements, forecasts or business plans or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement.

(c) Except for the representations and warranties contained in Article V, Buyer acknowledges that none of the Selling Entities nor any other Person on behalf of any Selling Entity makes any express or implied representation or warranty with respect to the Selling Entities, the Purchased Assets or the Business, or with respect to any information provided to Buyer or any of its Affiliates or any Representative of Buyer, and the Selling Entities hereby disclaim any other representations or warranties made by the Selling Entities or any other Person with respect to the execution and delivery of this Agreement, the Purchased Assets, the Business or the transactions contemplated hereby. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of the Selling Entities, other than the representations and warranties of the Selling Entities expressly contained in Article V. Buyer acknowledges and agrees that the representations and warranties set forth in Article V are made solely by the Selling Entities, and no Affiliate of the Selling Entities, Representative of Seller or other Person shall have any responsibility or Liability related thereto.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver in a joint writing by Buyer and Seller, at or prior to the Closing, the following conditions:

(a) consummation of the transactions contemplated hereby would not violate any nonappealable Final Order, decree or judgment of the Bankruptcy Court or any other Governmental Authority having competent jurisdiction and there shall not be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited; and

(b) the Bankruptcy Court shall have entered an order substantially in the form of Exhibit F (as modified or amended with the written consent of Seller and Buyer or as otherwise agreed to on the record at any hearing before the Bankruptcy Court, the "Sale Order").

Section 8.2 Conditions to Obligations of Buyer. The obligation of Buyer to effect the purchase of the Purchased Assets and the assumption of the Assumed Liabilities and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) the Selling Entities shall have performed and complied in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by it on or prior to the Closing Date;

(b) (i) the representations and warranties of the Selling Entities set forth in Section 5.2 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date) and (ii) the other the representations and warranties of the Selling Entities set forth in Article V (disregarding for these purposes any exception in such representations and warranties relating to materiality or a Material Adverse Effect) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), except for such failures to be true and correct as would not reasonably be expected to have a Material Adverse Effect;

(c) Buyer shall have received a certificate from an officer of Seller to the effect that, to such officer's knowledge, the conditions set forth in Section 8.2(a) and (b) have been satisfied; and

(d) Buyer shall have received the other items to be delivered to it pursuant to Section 4.2.

Any condition specified in this Section 8.2 may be waived by Buyer; provided that no such waiver shall be effective against Buyer unless it is set forth in a writing executed by Buyer.

Section 8.3 Conditions to Obligations of the Selling Entities. The obligation of the Selling Entities to effect the sale of the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Buyer on or prior to the Closing Date;

(b) the representations and warranties of Buyer set forth in Article VI (disregarding for these purposes any exception in such representations and warranties relating to materiality) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date);

(c) Seller shall have received a certificate from an officer of Buyer to the effect that, to such officer's knowledge, the conditions set forth in Section 8.3(a) and (b) have been satisfied; and

(d) Seller shall have received the other items to be delivered to it pursuant to Section 4.3.

Any condition specified in this Section 8.3 may be waived by Seller; provided that no such waiver shall be effective against Seller unless it is set forth in a writing executed by Seller.

Section 8.4 Frustration of Closing Conditions. None of the Selling Entities or Buyer may rely on or assert the failure of any condition set forth in Article VIII to be satisfied if such failure was proximately caused by such Party's failure to comply with this Agreement in all material respects.

ARTICLE IX
TERMINATION; WAIVER

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) mutual written consent of Seller and Buyer;

(b) Seller or Buyer, if there shall be any Law or Order that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or upon the issuance by any Governmental Authority of an Order restraining, enjoining, preventing or otherwise prohibiting the consummation of the transactions contemplated hereby or declaring unlawful the transactions contemplated hereby; provided that, with respect to any such Order, the right to terminate this Agreement under this Section 9.1(b) shall not be available to Buyer or Seller, as applicable, if the issuance of such Order was primarily caused by the material breach or violation of this Agreement by such Party; or

(c) Buyer, (i) at any time on or after March 17, 2024 (the "Sale Order Deadline"), if the Sale Order has not been entered by the Bankruptcy Court by the Sale Order Deadline, (ii) if the Bankruptcy Court shall have stated unconditionally that it will not enter the Sale Order approving the transactions contemplated hereby by such date or (iii) if at any time after entry of the Sale Order, such Sale Order is reversed, stayed, vacated, amended, supplemented or otherwise modified by a subsequent Order in a manner adverse to Buyer without its prior written consent and such Order having become final, binding, and non-appealable; provided that Buyer

shall not be entitled to terminate this Agreement pursuant to this Section 9.1(c) if, at the time of such termination, Seller would then be entitled to terminate this Agreement pursuant to Section 9.1(d) (subject only to delivery of notice and the opportunity to cure, if curable, required by Section 9.1(d));

(d) Seller if:

(i) any of the representations and warranties of Buyer contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), and the condition set forth in Section 8.3(b) would not then be satisfied; or

(ii) Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by Buyer and the condition set forth in Section 8.3(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of Buyer or a failure to perform or comply with a covenant or agreement by Buyer is curable by Buyer within ten (10) Business Days after the date of written notice from Seller to Buyer of the occurrence of such inaccuracy or failure, then Seller may not terminate this Agreement under this Section 9.1(d) on account of such inaccuracy or failure (x) prior to delivery of such written notice to Buyer or during the ten (10) Business Day period commencing on the date of delivery of such notice or (y) following such ten (10) Business Day period, if such inaccuracy or failure shall have been fully cured during such ten (10) Business Day period;

(e) Buyer if:

(i) any of the representations and warranties of the Selling Entities contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), and the condition set forth in Section 8.2(b) would not then be satisfied; or

(ii) the Selling Entities shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Selling Entities and the condition set forth in Section 8.2(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of the Selling Entities or a failure to perform or comply with a covenant or agreement by any of the Selling Entities is curable by it within ten (10) Business Days after the date of written notice from Buyer to Seller of the occurrence of such inaccuracy or failure, then Buyer may not terminate this Agreement under this Section 9.1(e) on account of such inaccuracy or failure (x) prior to delivery of such written notice to Seller or during the ten (10) Business Day period commencing on the

date of delivery of such notice or (y) following such ten (10) Business Day period, if such inaccuracy or failure shall have been fully cured during such ten (10) Business Day period;

(f) Buyer or Seller, if (i) Seller or any of its Subsidiaries has entered into (or Seller has notified Buyer in writing that it intends to enter into immediately following termination pursuant to this Section 9.1(f)(i)) a definitive agreement or definitive agreements with any Person or Persons (other than Buyer or its Affiliates) with respect to any Alternative Transaction (any such event described in this Section 9.1(f)(i), an "Alternative Transaction Event") or (ii) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement;

(g) Buyer, if any secured creditor of Seller (other than Buyer or its Affiliates) obtains relief from the automatic stay to foreclose on any of the Purchased Assets; or

(h) Seller or Buyer, if the Closing shall not have occurred on or before March 31, 2024 ("Outside Date"); provided, that the right to terminate this Agreement under this Section 9.1(h) shall not be available to a Party if, at the time of such termination, such Party is then in material breach or violation of any of its respective representations, warranties, covenants or agreements under this Agreement, which breach or violation was the primary cause of the failure of the Closing to occur on or before the Outside Date.

Section 9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by either Seller or Buyer pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties; provided, however, that (a) no Party shall be relieved of or released from any Liability arising from any Willful Breach by such Party of this Agreement, (b) this Section 9.2 and Article X shall remain in full force and effect and survive any termination of this Agreement and (c) solely in the event of a termination of this Agreement pursuant to Section 9.1(f)(i), Section 7.13 shall remain in full force and effect and survive such termination of this Agreement.

Section 9.3 Extension; Waiver. At any time prior to the Closing, the Selling Entities, on the one hand, or Buyer, on the other hand, may, to the extent permitted by applicable Law (a) extend the time for the performance of any of the obligations or other acts of Buyer (in the case of an agreed extension by the Selling Entities) or the Selling Entities (in the case of an agreed extension by Buyer), (b) waive any inaccuracies in the representations and warranties of Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by Buyer) contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by Buyer) contained herein, or (d) waive any condition to its obligations hereunder. Any agreement on the part of the Selling Entities, on the one hand, or Buyer, on the other hand, to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the Selling Entities or Buyer, as applicable. The failure or delay of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver

of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of each of Seller and Buyer.

Section 10.2 Survival. None of the representations and warranties of the Parties in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. None of the covenants or agreements of the Parties in this Agreement shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such covenant or agreement from or after the Closing, other than (a) the covenants and agreements of the Parties contained in this Article X and in Articles III and IV and (b) those other covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, which shall survive the consummation of the transaction contemplated by this Agreement until fully performed.

Section 10.3 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by email, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows:

(a) If to any Selling Entity or the Selling Entities, to:

Sorrento Therapeutics, Inc.
9380 Judicial Drive
San Diego, CA 92121
Attention: Mohsin Y. Meghji
Email: mmeghji@m3-partners.com

with a mandated copy (which shall not constitute notice) to:

Latham & Watkins LLP
330 Wabash Avenue
Chicago, IL 60611
Attention: Andrew Clark
Caroline Reckler
Steve Feldman
Email: andrew.clark@lw.com

caroline.reckler@lw.com
steve.feldman@lw.com

(b) If to Buyer, to:

P.O Box 3531
Rancho Santa Fe, CA 92067
Attention: Henry Ji, Ph.D.
Email: henryji92130@yahoo.com

with a mandated copy (which shall not constitute notice) to:

Paul Hastings LLP
1999 Avenue of the Stars, 27th Floor
Century City, California 90067
Attention: Justin Rawlins
Sahand Moarefy
Email: justinrawlins@paulhastings.com
sahandmoarefy@paulhastings.com

Section 10.4 Assignment; Liquidating Trust. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null and void; provided that the rights of Buyer under this Agreement may be assigned by Buyer, without the prior written consent of any Selling Entity, to one or more Buyer Designees, so long as Buyer shall continue to remain obligated in full hereunder; provided, further, that Selling Entities may assign any of their respective rights and obligations under this Agreement to any liquidating trust or other representative of the Selling Entities created or appointed pursuant to an Order of the Bankruptcy Court. No assignment by any Party shall relieve such Party (including an assignment by Buyer to any Buyer Designee) of any of its obligations hereunder. If a Liquidating Trust is established, from and after the formation of the Liquidating Trust those rights and obligations of the Selling Entities under this Agreement that are transferred by Seller to the Liquidating Trust shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of such rights of the Selling Entities under this Agreement. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including the trustee in the Bankruptcy Case.

Section 10.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as

possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.6 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 10.7 [Reserved].

Section 10.8 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that, if the Bankruptcy Case is dismissed, any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each Party irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 10.3, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Proceeding is improper or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.3.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR

RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

Section 10.9 Counterparts. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party or to any such agreement or instrument, each other Party or thereto shall re-execute original forms thereof and deliver them to all other parties hereto. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 10.10 Incorporation of Schedules and Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

Section 10.11 Entire Agreement. This Agreement (including all Schedules and all Exhibits) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the Parties with respect thereto.

Section 10.12 Remedies. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and any such injunction shall be in addition to any other remedy to which any Party is entitled, at law or in equity.

Section 10.13 Bulk Sales or Transfer Laws. Buyer hereby waives compliance by the Selling Entities with the provisions of the bulk sales or transfer laws of all applicable jurisdictions.

Section 10.14 Seller Disclosure Schedule. It is expressly understood and agreed that (a) the disclosure of any fact or item in any section of the Seller Disclosure Schedule shall be deemed disclosure with respect to any other Section or subsection of this Agreement or the Seller Disclosure Schedule, (b) the disclosure of any matter or item in the Seller Disclosure Schedule shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed therein, and (c) the mere inclusion of an item in the Seller Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission that

such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

Section 10.15 Mutual Drafting; Headings; Information Made Available. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. To the extent this Agreement refers to information or documents to be made available (or delivered or provided) to Buyer or its Representatives, the Selling Entities shall be deemed to have satisfied such obligation if Seller or any of its Representatives has made such information or document available (or delivered or provided such information or document) to Buyer or any of its Representatives, whether in an electronic data room, via electronic mail, in hard copy format or otherwise.

Section 10.16 Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns prior to Closing; provided, however, that, (a) without prejudice to Section 10.4, from and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the rights of the Selling Entities rights under this Agreement, and (b) the Seller Stockholders and the Specified Seller Stockholders shall be third party beneficiaries of the rights of Seller Stockholders and Specified Seller Stockholders, respectively, under Section 7.17.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

SORRENTO THERAPEUTICS, INC.

Mohsin Y. Meghji

By: _____
Name: Mohsin Y. Meghji
Title: Chief Restructuring Officer

VIVASOR, INC.

By: _____
Name:
Title:

Solely for purposes of Section 6.6:

_____
Henry Ji

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

SORRENTO THERAPEUTICS, INC.

By: _____
Name:
Title:

VIVASOR, INC.

By: DocuSigned by: Henry Ji 6937F2A785014E7...
Name: Henry Ji
Title: Chief Executive Officer, Chief Financial Officer, President and Secretary

Solely for purposes of Section 3.1(b)(v) and Section 6.6:

DocuSigned by: Henry Ji 6937F2A785014E7...
Henry Ji

SCHEDULE I

PURCHASED ASSETS

1. All equity interests held directly or indirectly by Seller in the entities set forth below, including all Subsidiaries of such entities other than the Specifically Excluded Entities (collectively, the "Acquired Entities").

    a. Concortis Biosystems, Corp.

        i. Levena Biopharma US Inc

        ii. Concortis Inc

        iii. Levena (Suzhou) Biopharma CO Ltd

            1. Levena (Nanjing) Biopharma Co Ltd

            2. Jiangsu Levena

    b. Ark Animal Health, Inc.

    c. Vavotar Life Sciences LLC

    d. SmartPharm Therapeutics, Inc.

    e. Scintilla Health, Inc.

    f. TNK Therapeutics, Inc.

        i. CARgenix Holdings LLC

        ii. BDL Products Inc

        iii. Virtu Biologics Limited

        iv. Sorrento Therapeutics (Shanghai) Co Ltd

            1. Ningbo Ziyuan Medical Device Co Ltd

            2. Sorrento Shangai Medical Technology Co Ltd

                a. Shenzhen Sorrento Medical Technology Co Ltd

            3. Shenzhen Yunma Biotechnology Co Ltd

                a. Yunnan Masheng

v. Siniwest Holding Corp

1. Shanghai 3 Biotechnology Co Ltd

g. Sorrento Holding Company

h. Sorrento Capital Acquisition Corp. I

i. Sorrento Biologics, Inc.

j. SNAN HOLDCO LLC

k. ACEA Therapeutics, Inc.

i. ACEA Therapeutics Ltd (HK)

ii. Zhejiang ACEA Pharmaceutical Co LTD

iii. Hangzhou ACEA Pharmaceutical Research Co Ltd

l. Sorrento Therapeutics, Inc. Hong Kong Ltd

m. Sorrento Therapeutics Mexico

n. Brink Biologics, Inc.

o. Coneksis, Inc.

p. Pulsar Therapeutics, Inc.

q. Globavir Biosciences, Inc.

r. Deverra Therapeutics, Inc.

s. Aardvark Therapeutics, Inc.

t. Aardwolf Therapeutics, Inc.

u. Any other Subsidiary of Seller incorporated in the People's Republic of China.

2. All human drugs, animal drugs, biological products, and medical devices that are in the process of being, or have been, Researched, Developed, Commercialized, or Manufactured by or on behalf of Seller or its Subsidiaries (the "Acquired Products").

3. All equipment, instruments, computers, furniture, furnishings, fixtures, office and other supplies, vehicles, tools, leasehold improvements and all other tangible personal property.

4. All Purchased Intellectual Property, including all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof and including all tangible embodiments of the foregoing.

5. All Transferred Records, Purchased Regulatory Documentation and Purchased Regulatory Approvals of the Acquired Products, in each case, in the possession or control of Seller or its Subsidiaries.

6. All Assumed Contracts.

7. All Purchased Permits.

8. All raw materials, work-in-process, demonstration equipment, components, ingredients, packaging material or similar items used by third-party contract manufacturers, in each case, in the production or distribution of the Acquired Products and in the possession or custody of Seller and its Subsidiaries.

9. All advertising, marketing, sales and promotional materials to the extent relating to the Acquired Products.

10. The goodwill associated with the Acquired Products, the Purchased Assets and the Assumed Liabilities.

11. All Accounts Receivable that are owed or payable to any Acquired Entities.

12. All credits, claims for refunds, deposits for the benefit of third parties and prepaid expenses of the Acquired Entities.

13. All rights under non-disclosure or confidentiality, invention and intellectual property assignment, non-compete or non-solicitation agreements for the benefit of Seller or any of Seller's Subsidiaries with current or former employees and agents of Seller and Seller's Subsidiaries or with third parties, in each case, to the extent relating to the Acquired Products, the Purchased Assets and the Assumed Liabilities.

14. All rights, claims, counterclaims and causes of action involving Seller and Seller's Subsidiaries, other than (i) the Identified Causes of Action and (ii) causes of action that are (a) material to Buyer's operations, Intellectual Property or drug Development or Commercialization, or (b) relate to short-selling of the securities of Seller and Scilex Holding Company, and in either event are not adverse to the Liquidating Trust ("Business Essential Claims") (and, for the avoidance of doubt, the fact that an acquired cause of action may generate proceeds that can be used to fund Buyer and its operations shall not by itself make such cause of action a Business Essential Claim, provided, however, that a claim for money damages from the subject matter of a Business Essential Claim that has been filed in a court and is related to such Business Essential Claim may be brought by Buyer against the party or parties that are related to such Business Essential Claim) (collectively, the "Acquired Causes of Actions"). For the avoidance of doubt, the Acquired Causes of Action include (without limitation) the matters set forth immediately below:

a. Sorrento Therapeutics, Inc. v. NantPhama, LLC, Case No. 23STCP00295 (LA Superior Court filed Feb 2, 2023).

b. Sorrento Therapeutics, Inc. v. NantCell, Inc., et. al, Case No. 19STCV11328 (filed April 3, 2019).

c. Immunotherapy NANTibody, LLC, et al. v. Sorrento Therapeutics, Inc., et. al, Case No. 19STCV18304 (filed May 24, 2019).

d. Sorrento Therapeutics, Inc. v. Patrick Soon-Shiong, Case No. 20STCV08789 (filed March 3, 2020).

e. Sorrento Therapeutics, Inc. v. NantPharma, LLC, Case No. 23STCP00295 (LA Superior Court filed Feb 2, 2023).

f. Sorrento Therapeutics, Inc., et al. v. Miao, et al., Case No. 37-2018-00032934 (filed July 2, 2018 S.D. Superior Court).

g. Sorrento Therapeutics, Inc., et al. v. Li, et al., Case No. 37-2021-00026791 (filed June 21, 2021 S.D. Superior Court).

h. Sorrento Therapeutics, Inc., et al. v. Li, et al., CAUSE NO: FSD 183 OF 2022 (CRJ) (Grand Court of the Cayman Islands).

i. Sorrento Therapeutics, Inc. v. CBC Group Investment Mgm't, HKIAC/A21102 (Hong Kong International Arbitration Centre).

j. Sorrento Therapeutics, Inc. v. Deverra Therapeutics, Inc. et al., Case No. 37-2022-00034031-CU-BC-CTL (San Diego Superior Court).

k. PROSPECT MEDICAL HOLDINGS, INC., a Delaware Corporation; and PROSPECT CHARTERCARE RWMC, LLC d/b/a ROGER WILLIAMS MEDICAL CENTER, a Rhode Island Limited Liability Company vs. SORRENTO THERAPEUTICS, INC., and TNK THERAPEUTICS, INC. and TNK THERAPEUTICS, INC. vs. PROSPECT CHARTERCARE RWMC, LLC, et al., JAMS Ref. No. 1100110590.

l. Any claims, rights or interests related to short selling of Seller or any of Seller's Subsidiaries or securities of Scilex (the "Short-Selling Matters").

m. Other than settled claims and Identified Causes of Action, all claims, of any kind, arising out of or relating to, the facts and claims at issue in Seller's prior litigations against any of the above parties.

15. All rights under Contracts with ImmuneOncia (other than the Excluded ImmuneOncia Payments).

16. All rights under Contracts with Yuhan Corporation ("Yuhan") (except to the extent an Excluded Asset).

17. The Virex Assets (if the Virex Option is exercised and consummated and from and after the date of such consummation).

SCHEDULE II

EXCLUDED ASSETS

1. All equity interests of Seller.

2. All equity interests held directly or indirectly by Seller in the Specifically Excluded Entities and any entities other than the Acquired Entities (collectively, the "Excluded Entities").

3. Any cash or cash equivalents (including any deposits or prepayments) held directly by Seller of any of its Subsidiaries (other than the Acquired Entities).

4. All Accounts Receivable that are owed or payable directly to Seller of any of its Subsidiaries (other than the Acquired Entities), including, for the avoidance of doubt, the Excluded ImmuneOncia Payments and reimbursements owed by Yuhan under that certain Asset Purchase Agreement, dated October 30, 2023, between Seller and Yuhan, and that certain Manufacturing Technology Transfer Agreement, dated November 2, 2023, between Seller and Yuhan.

5. All monies payable to Seller under Article 6 of that certain Exclusive License and Development Agreement between Seller and China Oncology Focus Limited (Lee's Pharma); provided that Buyer shall use commercially reasonable efforts to enforce the payments due under such provision and Buyer shall be entitled to deduct from any amounts received from Lee's Pharma any reasonably incurred legal expenses/fees associated with the enforcement of Article 6.

6. Any publicly traded securities held by Seller (including, for the avoidance of doubt, any securities that are issued by Scilex) (including, without limitation, any Scilex Shares which Seller currently holds in abeyance for certain warrant holders of Seller, regardless of whether or not such shares of common stock subsequently become an unencumbered asset of Seller).

7. (A) All causes of action (or proceeds thereof) and defenses under Chapter 5 of the Bankruptcy Code, including under section 502(d), (B) other causes of action related to (i) the Scilex Distribution, including the Clawback Claims, (ii) the current or former directors or officers of Seller, Scintilla or Scilex (other than in connection with the Facility), (iii) any transfer by Scintilla or Seller to any of their subsidiaries or affiliates occurring prior to the petition date, and (iv) any insider or affiliate transaction, including investments by Seller in other companies and (C) collections actions (the "Identified Causes of Action").

8. All rights, interests and obligations in leases with respect to properties located at: (i) 4930 Directors Place, San Diego, California 92121, (ii) 4921 Directors Place, San Diego, California 92121, (iii) 4955 Directors Place, San Diego, California 92121, (iv) 4939 Directors Place, San Diego, California 92121, and (v) 4690 Executive Drive, San Diego, California 92121 (collectively, the "Excluded Leases").

9. Any insurance policies or proceeds thereof solely to the extent relating to any Identified Cause of Action.

10. Any Tax assets or attributes pertaining to Seller or any entities directly or indirectly owned by Seller (other than the Acquired Entities).

11. The certain Manufacturing Know-How, Supply Chain, Material and Consulting Agreement, by and between Seller, Ark Animal Health, Inc., and EDRR, LLC, dated as of October 14, 2014, as amended from time to time.

12. The remaining outstanding payments under that certain Supply Agreement, dated September 1, 2016, and Work Order, dated June 14, 2022, with ImmuneOncia, provided that Seller may only retain an amount equal to the lesser of (i) $900,000 and (ii) $900,000 minus any fees and expenses expended in pursuing the recovery of payment from ImmuneOncia (collectively, the "Excluded ImmuneOncia Payments").

13. All rights, interest, and obligations in leases with respect to all buildings, offices, facilities and other properties of Bioserv Corporation and its Subsidiaries located in San Diego, California, and any property, rights and interests in assets related to, used in or held for use in the Bioserv Business.

14. The Virex Assets (unless and until the Virex Option Closing occurs in accordance with Section 3.1(d)).

15. The Privileges (subject to the limitations and other terms and obligations set forth in Section 7.3(c)).

16. Seller's entitlement to receipt of all current and future settlement consideration from Virpax Pharmaceuticals, Inc. ("Virpax"), directly or indirectly, under (i) that certain Settlement Agreement and Mutual Release, dated February 29, 2024, by and between Seller and Scilex Pharmaceuticals Inc. ("Scilex"), on the one hand, and Virpax, on the other hand, and (ii) that certain Settlement Side Letter, dated February 29, 2024, by and between Seller and Scilex, including for the avoidance of doubt, Seller's portion of royalties payable to Seller and Scilex on worldwide net sales of certain products (including Epoladerm, Probudur and Envelta) sold during the royalty term thereunder.

SCHEDULE III

ASSUMED LIABILITIES

1. All Liabilities of the Acquired Entities.

2. The following Liabilities, in each case, without prejudice to Item #1 on this Schedule III:

    a. All Liabilities arising under the Assumed Contracts solely to the extent arising after the Closing, subject to any Cure Costs that shall be paid by Buyer as set forth in the Agreement;

    b. All Liabilities arising from the ownership of the Purchased Assets or the conduct or operation of the Acquired Products, in each case only to the extent such Liabilities relate to the period from or after the Closing;

    c. All Liabilities for Taxes relating to the Purchased Assets or operation of the Acquired Products for all taxable periods (or portions thereof) beginning on or after the Closing Date; and

    d. All Liabilities arising from any breach of (i) the organizational documents of an Acquired Entity or (ii) any Contract which an Acquired Entity is a party, in each case that arises as a result of the transactions contemplated by the Agreement.

SCHEDULE IV

EXCLUDED LIABILITIES

1. All indebtedness for borrowed money of and other Liabilities of Seller and its Subsidiaries (other than the Acquired Entities).

2. All guarantees of third party indebtedness made by Seller and reimbursement obligations to guarantors of Seller's obligations or under letters of credit or other similar agreements or instruments.

3. All liabilities or obligations to any current or former owner of capital stock or other equity interests of Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of Seller, any current or former holder of indebtedness for borrowed money of Seller or, in respect of obligations for indemnification or advancement of expenses, any current or former officer or director of Seller.

4. Except as expressly provided for in this Agreement, all costs, fees and expenses incurred by Seller and Seller's Subsidiaries in connection with the administration of the Bankruptcy Case or the negotiation, execution and consummation of the transactions contemplated by this Agreement or any Transaction Documents.

5. Excluding any liabilities of the Acquired Entities, all liabilities or obligations arising out of, resulting from, or relating to any Excluded Assets.

6. Excluding any liabilities of the Acquired Entities, all accrued receipts and accounts payable arising out of the operation or conduct of the Purchased Assets prior to the Closing, subject to any Cure Costs that shall be paid by Buyer as set forth in the Agreement.

7. Any Taxes for any taxable period imposed on any Selling Entity or the consolidated, combined, affiliated, unitary or similar group whose parent is or was any such Selling Entity (including pursuant to Treasury Regulation Section 1.1502-6 or any similar state, local, or foreign Law and including under any other law or by any contract (including a Tax sharing or similar agreement, as a transferee, a successor or otherwise).

SCHEDULE V

ASSUMED CONTRACTS

1. All rights and liabilities under that certain Asset Purchase Agreement, dated as of July 2, 2018, among Kimberly-Clark Corporation, Kimberly-Clark Global Sales, LLC, and Sorrento Therapeutics, Inc. (the "Kimberly Clark Contract"), including the assumption of any contingent consideration due under said contract and other liabilities and obligations thereunder.

2. The ACEA Earn-Out Agreement, including the assumption of any contingent consideration due under said contract and other liabilities and obligations thereunder.

3. Leases with respect to: (i) building located at 9380 Judicial Drive, San Diego, California 92121, (ii) Seller's Camino Sante Fe facilities at 8395 Camino Santa Fe, Suite A-C and 8340 Camino Santa Fe, Suite D-E in San Diego, California 92121, and (iii) Seller's Sofusa facilities at 8601 Dunwoody Pl. Unit 570, 580, and 620, Sandy Springs, GA (collectively, "Assumed Leases").

4. All rights and obligations under contracts with ImmuneOncia and Yuhan except to the extent an Excluded Asset.

5. All non-disclosure agreements, confidential disclosure agreements, proprietary information and invention assignments agreements, and all other similar agreements and contracts to which Seller or any Subsidiary of Seller is a party.

6. The Contracts set forth below:[i]

Other Party(ies)	STI Party(ies)	Contract Title	Effective Date
ACEA Therapeutics, Inc.	Sorrento Therapeutics, Inc.	License Agreement	7/13/2020
The Scripps Research Institutes	Sorrento Therapeutics, Inc. or it's precedent entity	License Agreement for phage display vectors	on or around or before 2010
Trustees of Boston University	Sorrento Therapeutics, Inc.	License Agreement	5/4/2021
Celularity Inc.	Sorrento Therapeutics, Inc.	License & Transfer Agreement	
Celularity Inc.	Sorrento Therapeutics, Inc.	Letter Agreement for Supply of Licensed Materials	
Conkwest Incorporated	Sorrento Therapeutics, Inc.	Non-exclusive Testing License Agreement	1/28/2015
Richard Paul Junghans	Sorrento Therapeutics, Inc.	Material Transfer & License Agreement	3/4/2015
China Oncology Focus Limited (aka Lee's Pharma)	Sorrento Therapeutics, Inc.	Exclusive License & Development Agreement	10/14/2023
Lonza Sales AG	Sorrento Therapeutics, Inc.	Research Evaluation Agreement	10/17/2012
Lonza Sales AG	Sorrento Therapeutics, Inc.	Multi-Product License Agreement	4/13/2017
Mabpharma (HK) Limited	Sorrento Therapeutics, Inc.	Exclusive License Agreement	3/24/2020
Mabtech Limited	Sorrento Therapeutics, Inc.	Exclusive License Agreement	3/15/2015
Mayo Foundation for Medical Education and Research	Sorrento Therapeutics, Inc.	Know-how and Patent License Agreement	9/8/2020
Mayo Foundation for Medical Education and Research	Sorrento Therapeutics, Inc.	Know-how and Patent License Agreement	6/3/2021
NIH	Sorrento Therapeutics, Inc.	Patent License Agreement for RTX	12/31/2010
Personalized Stem Cells, Inc.	Sorrento Therapeutics, Inc.	License Agreement	10/12/2020
The University of Sheffield	Sorrento Therapeutics, Inc. (by assignment from Virttu)	License Agreement	4/25/2018
UNeMed Corporation	Sorrento Therapeutics, Inc.	License Agreement	5/20/2015
Sloan-Kettering Institute for Cancer Research*	Sorrento Therapeutics, Inc. (by acquisition from Virttu / Crusade Labs)	License & Co-Ownership Agreement	10/12/2006

Party	Contracts	Program
Indena S.p.A.	Master Service Agreement, Term Extension (Letter), Manufacturing Agreement, Proposal to Master Service Agreement	RTX
BSP Pharmaceuticals spa	Manufacturing Agreement - Change of Scope , Proposal for Tech Transfer and PPQ Manufacturing of RTX Liquid vials on ST13	RTX
Computer Packages Inc	System Agreement, Annuity Payment Service Agreement	Patents
Hangzhou Tigermed Consulting Co., Ltd.*	Master Services Agreement, Work Order #1, Change Order #1 to Work Order #1	Acea
Agilex Biolabs Pty Ltd*	Master Service Agreement, Master Service Agreement, Services Agreement - Project Agreement #02, First Amendment to Project Agreement #02, First Amendment to Project Agreement #01 (22-1043)	ACEA
UNeMed Corporation	License Agreement, First Amendment to Sponsored Research Agreement, Second Amendment to Sponsored Research Agreement, License Agreement, Third Amendment to Sponsored Research Agreement, First Amendment to License Agreement, Second Amendment to License Agreement, Sponsored Research Agreement, Third Amendment to License Agreement	RTX
Fred Hutchinson Cancer Research Center	Non-Exclusive Materials License Agreement	
PCI Pharma Services Canada Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-04-R0 (034730 V2 CO4 V1), Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-05-R0 (034730 V2 CO5 V1), Packaging Service Agreement Change Order, Services Agreement - Change Order, Services Agreement - Change Order, Services Agreement - Change Order, Clinical Trial Supply Proposal	RTX

Party	Contracts	Program
iDeals Solutions Group	Amendment Agreement #US 4729 / US AM 1914 to iDeals Virtual Data Room Delivery Order # US 4729 dated Jan 29, 2021	Legal
ACTA Laboratories Inc.	Master Services Agreement	
TDC Northridge LLC	Northridge STI Lease 2013 Second Amendment to Lease Agreement	Sofusa Lease
Iron Mountain	Customer Agreement	Facilities
Trustees of Boston University*	First Amendment to Premises License and Service Agreement	Virex
The Scripps Research Institute	License Agreement	Phage Display Vector License
Mayo Foundation for Medical Education and Research	Amendment No. 1 to Patent and Know-How License Agreement, Mayo Foundation for Medical Education and Research Know-How and Patent License Agreement	
BSP Pharmaceuticals SPA	Manufacturing Agreement - Executed LOI	RTX
BSP Pharmaceuticals SpA	First Amendment and Extension to the Letter Agreement for the Manufacturing and Supply Dated July 18, 2019	RTX
Agilex BioLabs Pty Ltd*	Letter of Intent for Assay Method Development and Validation to Support the Bioanalytical Requirements of the Clinical Study, Services Agreement - Change Order #01	ACEA
Agilex Biolabs Pty Ltd*	Project Agreement (Work Order)	ACEA
PCI	Clinical Trial Supply Proposal	RTX
PCI Pharma Services	Amendment No. 1 to Master Services Agreement	RTX
PCI Pharma Services Canada, Inc. FKA Bellwyck Pharma Services, Inc.	Amendment No. 1 to Master Services Agreement	RTX
PCI Services	Clinical Trial Supply Proposal, Clinical Trial Supply Proposal	RTX
Bellwyck Packaging Inc., dba Bellwyck Clinical Services	Master Services Agreement	RTX

Party	Contracts	Program
Bellwyck Pharma Services, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-01-R0, Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-02-R1, Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-03-R0, Proposal: BCS-5795-R1, Services Agreement - Proposal: BCS-5933-R1 (035090 V2)	RTX
Konica Minolta Business Solutions, U.S.A., Inc.	Order Agreement (Equipment Lease)	IT
Konica Minolta Premier Finance	Order Agreement (Equipment Lease)	
Aardvark Therapeutics Inc.	Asset Purchase Agreement	
Boston University	Boston University Premises License and Services Agreement	
Camino Santa Fe Business Park	Lease for 8395 Camino Santa Fe	
Camino Santa Fe II Property LLC	CSF II Property STI Lease Agmt 2022-05-20 8340 CSF Ste D	
Celularity Inc.	Supply Letter Agreement, First Amendment to Letter Agreement for Supply of Licensed Materials, First Amendment to Letter Agreement for Supply of Licensed Materials, Letter Agreement for Supply of Licensed Materials, Amended and Restated Master Services Agreement	
Celularity, Inc.	License and Transfer Agreement, License Agreement - Amendment No. 1	
China Oncology Focus Limited	Exclusive License and Development agreement	
Conkwest Inc.	Non-Exclusive Testing License Agreement	
Conkwest Incorporated	Joint Development and License Agreement, Non-Exclusive Testing License Agreement	
Copysmart LLC	Equipment Rental/ Lease Agreement	
Elsie Biotechnologies, Inc.	Material Transfer Agreement, Amendment No. 1 to Material Transfer Agreement	

Party	Contracts	Program
H.C. Wainwright & Co., LLC	Amended and Restated Sales Agreement	
HCP University Center West LLC	University Center West Lease for 9380 Judicial, Amendment to Lease for 9380 Judicial, Second Amendment to Office Lease for 9380 Judicial, Third Amendment to Office Lease for 9380 Judicial	
ImmuneOncia Therapeutics, Inc	Master Services Agreement	
ImmuneOncia Therapeutics, Inc aka JVC	Services Agreement - Work Order	
ImmuneOncia Therapeutics, Inc.	Work Order Manufacture of DS and DP Release Text	
Immuneoncia Therapeutics, Inc.	Manufacturing Agreement - Work Order	
ImmuneOncia Therapeutics, Inc.	Patent and Know-how License Agreement	
Kimberly-Clark Corporation	Northridge STI Lease 2013 Office Lease, Asset Purchase Agreement, License Agreement	
Kimberly-Clark Global Sales, LLC	Northridge STI Lease 2013 Office Lease	
Lonza Biologics Plc	Multi-Product License Agreement	
Lonza Sales AG	Research Evaluation Agreement, Amendment No. 1 to Research Evaluation Agreement, Multi-Product License Agreement, Amendment No. 2 to Research Evaluation Agreement, Amendment to Multi-Product License Agreement, Amendment No. 2 to Multi-Product License Agreement, Amendment No. 3 to Multi-Product License Agreement, Amendment No. 3 to Multi-Product License Agreement, Amendment No. 4 to Multi-Product License Agreement	
Lonza Walkersville, Inc.	Software License and Support Services Agreement	
Mabpharm (HK) Limited	Exclusive License Agreement	

Party	Contracts	Program
Mabtech Limited	Exclusive License Agreement, Amendment No. 1 to Exclusive License Agreement	
Ningbo Ziyuan Medica Devices, Inc.	Exclusive License Agreement	
Personalized Stem Cells, Inc.	**License Agreement**	
Precision for Medicine Inc.*	Master Services Agreement, Clinical Trial Agreement - Statement of Work #4, Clinical Trial Agreement - Statement of Work #5, Clinical Trial Agreement - Change Order #01 to SOW#4, Clinical Trial Agreement - Change Order #2 to SOW#4, Clinical Trial Agreement - Statement of Work #08, Clinical Trial Agreement - Change Order #2 to SOW #5, Clinical Trial Agreement - Statement of Work #09, Clinical Trial Agreement - Change Order #3 to SOW #5, Clinical Trial Agreement - Change Order #1 to SOW#5	
Precision for Medicine LLC*	Clinical Trial Agreement - Statement of Work #01, Letter of Intent Agreement, Clinical Trial Agreement - Statement of Work #02, Clinical Trial Agreement - Statement of Work #06, Clinical Trial Agreement - Statement of Work #03, Clinical Trial Agreement - Statement of Work #07, Clinical Trial Agreement - Amendment #1 to Statement of Work #02, Clinical Trial Agreement - Change Order #1 to SOW#6, Clinical Trial Agreement - Change Order #03 to SOW #01, Clinical Trial Agreement - Change Order #2, Clinical Trial Agreement - Change Order #02 to SOW #01	
Richard Paul Junghans, Ph.D, M.D.	Material Transfer and License Agreement	
SecureDocs, Inc.	Order Form	
Stockbridge Northridge Business Park, LLC	Northridge STI Lease 2013 First Amendment to Office Lease	

Party	Contracts	Program
VetSteam Biopharma, Inc.	Services Agreement - Statement of Work No.5	
VetStem Biopharma, Inc.	Master Services Agreement	
Virttu Biologics Limited	License Agreement	
Yuhan Corporation	Joint Venture Agreement	
The Board of Trustees of the Leland Stanford Junior University	Nonexclusive Agreement	Phoenix Eco Cell Line

SCHEDULE VI

[RESERVED]

SCHEDULE VII

BUYER SUBSIDIARY ORGANIZATION PLAN

1. Prior to or concurrently with the Closing, Buyer shall form eight (8) Subsidiaries (collectively, the "Buyer Subsidiaries"). The Buyer Subsidiaries are individually referred to herein as "Buyer Subsidiary #1", "Buyer Subsidiary #2", "Buyer Subsidiary #3", "Buyer Subsidiary #4", "Buyer Subsidiary #5", "Buyer Subsidiary #6", "Buyer Subsidiary #7", and "Buyer Subsidiary #8". Each Buyer Subsidiary will be formed as a limited liability company under the laws of the State of Delaware. The limited liability company agreement of each Buyer Subsidiary shall provide (i) that the board of managers of such Buyer Subsidiary are subject to the same fiduciary duties as those owed by directors of a corporation formed under the Delaware General Corporation Law, and (ii) for customary, mandatory tax distributions with respect to any applicable Selling Entity's allocable share of taxable income or gain in respect of such Buyer Subsidiary, including pursuant to Section 704(c) (for so long as such Buyer Subsidiary is classified as a partnership for U.S. federal income tax purposes). Buyer acknowledges that the preceding sentence is for the benefit of Seller and any modification or amendment with respect to the subject matter of such sentence would adversely impact Seller and its rights and entitlements under the Agreement. Buyer shall have the sole discretion to determine the treatment of any Buyer Subsidiary for U.S. federal, and, if applicable, state or local income tax purposes.

2. As promptly as practicable following the Closing and Buyer's acquisition and acceptance of the applicable Purchased Assets, upon the terms set forth immediately below under this Item 2 and subject to the provisions set forth in Item 4, Buyer shall use its commercially reasonable efforts to sell, contribute, assign, transfer and convey, or cause the sale, contribution, assignment, transfer and conveyance of, all of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and to, the Purchased Assets described below (collectively, the "Assigned Subsidiary Assets"), and to cause the novation and assumption of the Assumed Liabilities associated therewith, to and by the applicable Buyer Subsidiaries set forth below (collectively, the "Assignee Buyer Subsidiary"):

Assigned Subsidiary Assets	Assignee Buyer Subsidiary
All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to the Ovydso drug candidate	Buyer Subsidiary #1
All of the issued and outstanding equity interests of ACEA Therapeutics, Inc. (including oncology products current owned and used by ACEA Therapeutics, Inc.)	Buyer Subsidiary #2
All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to the CD38 ADC and CD38 DAR-T drug candidates	Buyer Subsidiary #3

All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to the Sofusa Technology	Buyer Subsidiary #4
All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to TROP2 ADC	Buyer Subsidiary #5
All of the issued and outstanding equity interests of Levena (Suzhou) Biopharma CO Ltd (including the contract development and manufacturing organization ("CDMO") business currently operated thereby)	Buyer Subsidiary #6
All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to the RTX Drug candidate	Buyer Subsidiary #7
All of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and with respect to the Mayo Clinic's Adnic Technology	Buyer Subsidiary #8

3. As promptly as practicable following the Virex Option Closing (if any), Buyer shall form a Subsidiary ("Virex Buyer Subsidiary") and, subject to the provisions set forth in Item 4, Buyer shall use its commercially reasonable efforts to sell, contribute, assign, transfer and convey, or cause the sale, contribution, assignment, transfer and conveyance of, all of the rights, title, benefits, privileges and interests of Buyer and its Subsidiaries in and to, the Virex Assets, and to cause the novation and assumption of the Assumed Liabilities associated therewith, to and by Virex Buyer Subsidiary. From and after its formation, Virex Buyer Subsidiary shall be deemed a "Buyer Subsidiary" for all purposes under this Agreement.

4. To the extent that the sale, contribution, assignment, transfer and conveyance of any Purchased Asset to a Buyer Subsidiary as described in Item 2 or Item 3 above is not permitted without the consent, waiver, confirmation or other approval of a third party or is prohibited by applicable Law (such Purchased Assets, the "Nonassignable Subsidiary Assets"), then nothing herein will be deemed to constitute a sale, contribution, assignment, transfer and conveyance of or an undertaking or attempt to sell, contribute, assign, transfer and convey such Nonassignable Subsidiary Asset or any right or interest therein unless and until such consent, waiver, confirmation or other approval is obtained or such waiver of Law is obtained. Buyer shall use commercially reasonable efforts to obtain such consents, waivers, confirmations or approvals or waiver of Law, or to secure an alternative arrangement under which Buyer and Seller would, in compliance with applicable Law, obtain the benefits and bear the burdens associated with the applicable Nonassignable Subsidiary Asset such that Buyer and Seller would be placed in a substantially similar position as if such Nonassignable Subsidiary Asset had been sold, contributed, assigned, transferred and conveyed. Nothing herein shall obligate Buyer to waive any right or condition under this Agreement.

5. For the avoidance of doubt, nothing herein shall be deemed to impose an obligation on Buyer or any of its Subsidiaries to sell, contribute, assign, transfer and/or convey any right, property or any other asset described herein as a "Purchased Asset" with respect to which Seller fails to deliver to Buyer all rights, title, benefits, privileges and interests of Seller and Seller's Subsidiaries.

SCHEDULE VIII

LITIGATION MATTERS

1. Buyer shall use commercially reasonable efforts to preserve and assert defenses Seller may have against parties with claims against Seller in connection with any Acquired Cause of Action.

2. Seller may prosecute counterclaims and assert a right of set-off with respect to objections to claims, in each case, in respect of any Acquired Cause of Action.

3. In the event that Seller or any of Seller's Subsidiaries asserts counterclaims and set-off rights in seeking to resolve claims filed against it, Seller or the applicable Subsidiary of Seller may not settle, compromise, or otherwise resolve, or offer to settle, compromise, or otherwise resolve, such claim without consulting with Buyer prior to taking such action; provided, further, that Seller or the applicable Subsidiary of Seller may not settle, compromise, or otherwise resolve, or offer to settle, compromise, or otherwise resolve, such claim without Buyer's written consent prior to taking such action in the event Buyer agrees to backstop or otherwise guarantee any monetary obligations of Seller in respect of such claim.

4. In the event that Buyer actually receives cash proceeds from any final, non-appealable Order, settlement or other resolution of any Acquired Cause of Action (other than the Short-Selling Matters), a portion of any remaining net cash proceeds (after deducting for all fees, expenses and other payments that have been paid or may be payable in connection with such Order, settlement or other resolution or the pursuit, negotiation and execution of such Order, settlement or other resolution, including all attorneys' fees) shall be allocated to Seller, for the benefit of Seller's unsecured creditors, in an amount equal to the lesser of (i) twenty percent (20%) of such net cash proceeds and (ii) the Aggregate Seller Unsecured Amount.

5. In the event that Buyer actually receives cash proceeds from any final, non-appealable Order, settlement or other resolution of any Short-Selling Matter, a portion of any remaining net cash proceeds (after deducting for all fees, expenses and other payments that have been paid or may be payable in connection with such Order, settlement or other resolution or the pursuit, negotiation and execution of such Order, settlement or other resolution, including all attorneys' fees) shall be allocated to Seller, for the benefit of Seller's unsecured creditors, in an amount equal to the lesser of (i) fifty percent (50%) of such net cash proceeds and (ii) the Aggregate Seller Unsecured Amount.

6. Seller may, in its discretion, elect to (i) settle and dispose of the pending claims with respect to any shares of Scilex clawed back by Seller pertaining to the Scilex Distribution (collectively, such claims, the "Clawback Claims") or (ii) sell all rights with respect to the Clawback Claims to Buyer for $1,000,000 in cash. Notwithstanding the foregoing, prior to the Closing, Seller shall file a motion with the Bankruptcy Court to extend the application of trading and other restrictions to the transfer of the Scilex Shares under the automatic stay previously granted by the Bankruptcy Court through the two (2) month period following the Closing (such period, the "Restricted Period") and Seller shall use commercially reasonable efforts to obtain

approval of such motion. For the avoidance of doubt, during the Restricted Period, any Scilex Shares held by Seller shall be subject to the Transfer Restrictions.

7. As of the date hereof, it is the intention of Buyer and Seller to cooperate with the primary goal of minimizing claims against Seller and maximizing affirmative recoveries for Buyer, if any. Furthermore, as of the date hereof, Buyer will not pursue the Acquired Causes of Action unless it determines in its judgment that doing so would be in the best interests of Buyer's consolidated post-closing businesses, and will not pursue any other cause of action unless doing so would, in the judgement of Buyer, be materially beneficial to Buyer's operations, Intellectual Property, or drug development and not adverse to the Liquidating Trust (a "Business Essential Claim"). For the avoidance of doubt, the fact that a complaint asserting acquired causes of action where the sole purpose of the complaint is to generate proceeds that can be used to fund NewCo and its operations shall not by itself make the causes of action in such complaint a Business Essential Claim. Conversely, a complaint with acquired causes of action that does not have a sole purpose of generating proceeds to fund NewCo and its operations (including, without limitation, a complaint related to short selling of Sorrento and Scilex securities) means each cause of action in such complaint is a Business Essential Claim.

[i] Contracts with an asterix (*) will only be assumed in the event the Virex Option is exercised and consummated.

Exhibit A
Highly Confidential

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this [•] day of [•], 2024, by and among Vivasor, Inc., a Delaware corporation ("Assignee"), Sorrento Therapeutics, Inc., a Delaware corporation ("Assignor") and the Subsidiaries of the Assignor (collectively, the "Assignors"). The Assignee and the Assignors are sometimes referred to in this Agreement together as the "Parties" or individually as a "Party". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 8, 2024, by and among Assignee, the Assignor and, solely for the purposes of Section 3.1(b)(v) and Section 6.6, Henry Ji (as amended, restated, modified or supplemented from time to time, the "Asset Purchase Agreement"), the Assignor has agreed to sell to Assignee and/or such wholly-owned subsidiaries of Assignee designated in writing to Assignor ("Assignee Designees"), the Purchased Assets, and in connection therewith Assignee is willing to assume the Assumed Liabilities, all upon the terms and conditions set forth herein and further subject to any Final Orders in the Bankruptcy Case; and

WHEREAS, in accordance with Section 2.3 of the Asset Purchase Agreement, Assignee and/or one or more Assignee Designees shall assume and agree to pay, perform and discharge when due the Liabilities set forth on Schedule III of the Asset Purchase Agreement, to the extent not paid prior to Closing (collectively, the "Assumed Liabilities").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. Pursuant to, and on the terms set forth in, the Asset Purchase Agreement, effective as of the Closing Date, Assignors hereby convey, assign, transfer and set over (collectively the "Assignment") to Assignee all of Assignors' commitments, rights, interests and obligations in and to the Assumed Liabilities, and Assignee hereby accepts the Assignment of the Assumed Liabilities, and hereby assumes and agrees to observe, perform, pay and otherwise discharge when due the Assumed Liabilities. For the avoidance of doubt, nothing contained herein shall be construed as an assumption by Assignee of any Excluded Liabilities.

2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignors and Assignee acknowledge and agree that the terms and conditions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Further Actions. Each of the Parties covenants and agrees, at its own expense, to execute and deliver, upon the written request of the other party hereto, such further instruments and to take such other action as are reasonably necessary or required in order to consummate the assignments and assumptions contemplated by this Agreement.

4. Amendment; Waiver. This Agreement may not be amended, waived or otherwise modified except by a written instrument signed by Assignors and Assignee and/or the Assignee Designees.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that executed signature pages delivered by facsimile or electronic mail shall for all purposes constitute original signature pages.

6. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

8. Assignment; Liquidating Trust. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null and void; provided that the rights of Assignee under this Agreement may be assigned by Assignee, without the prior written consent of any Assignor, to one or more Assignee Designees, so long as Assignee shall continue to remain obligated in full hereunder; provided, further, that Assignors may assign their respective rights and obligations under this Agreement to any liquidating trust or other representative of the Assignors created or appointed pursuant to an Order of the Bankruptcy Court. No assignment by any Party shall relieve such Party (including an assignment by Assignee to any Assignee Designee) of any of its obligations hereunder. If a Liquidating Trust is established, from and after the formation of the Liquidating Trust those rights and obligations of the Assignors under this Agreement that are transferred by Assignors to the Liquidating Trust shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Assignors under this Agreement. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including the trustee in the Bankruptcy Case.

9. Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns prior to Closing; provided, however, that, from and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the rights of the Assignors rights under this Agreement.

10. Submission to Jurisdiction; Waiver of Jury Trial; Remedies. Sections 10.8 and 10.12 of the Asset Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

11. Entire Agreement. This Agreement together with the Asset Purchase Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto.

[*Signature page follows*]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNEE:

VIVASOR, INC.

By:_____
Name:
Title:

ASSIGNORS:

SORRENTO THERAPEUTICS, INC.

By:_____
Name:
Title:

[SUBSIDIARIES]

By:_____
Name:
Title:

Exhibit B

BID PROCEDURES

On February 13, 2023, Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

The Debtors are conducting a dual-track (i) financing process for the potential raising of debt, equity, or hybrid financing or consummation of a restructuring transaction through a chapter 11 plan of reorganization (any of the foregoing, a "Capital Transaction") and (ii) marketing process for the sale or disposition of all or any portion of the Debtors' assets (the "Assets") under section 363 of the Bankruptcy Code, including (x) the Debtors' equity interests in its non-debtor subsidiaries, including, but not limited to, Scilex Holding Company (a "Stock Sale") and (y) the Debtors' other assets (an "Asset Sale" and together with the Stock Sale, the "Sales")—in each case, as set forth herein.

On the date hereof, the Bankruptcy Court entered the *Order (I) Approving Bid Procedures, (II) Approving Assumption and Assignment Procedures, and (III) Granting Related Relief* (the "Bid Procedures Order"), approving, among other things, the bid procedures to be used in connection with the potential Capital Transaction and the potential Sales (collectively, the "Bid Procedures"). The Bid Procedures are set forth below.

Any party interested in proposing a Capital Transaction or bidding on the Assets should contact Moelis & Company (Project_Stallion_Sorrento_Bids_EXT@moelis.com), the Debtors' proposed investment banker and financial advisor, if they have any questions or need additional information.

Summary of Key Dates

Date	Deadline/Event	Relevant Transaction (Capital Transaction / Stock Sale / Asset Sale)
April 14, 2023 at 9:30 a.m. (CT)	Bid Procedures Hearing	All
14 days after the entry of the Bid Procedures Order	Deadline for Debtors to file the Assumption and Assignment Notice and Cure Schedule	All
14 days after service of the Cure Schedule (or Supplemental Cure Schedule) at 4:00 p.m. (CT)	Deadline to object to the Debtors' proposed assumption and assignment of the Potentially Assigned Contracts and related Cure Costs	All
May 5, 2023 at 4:00 p.m. (CT)	Deadline to Object to the Sale of the Assets (other than the (i) conduct of	All

Date	Deadline/Event	Relevant Transaction (Capital Transaction / Stock Sale / Asset Sale)
	the Auction, (ii) identity of the Successful Bidder, and (iii) adequate assurance of future performance by the Successful Bidder)	
May 16, 2023 at 12:00 p.m. (CT)	Initial Bid Deadline for Stock Sale	Stock Sale
May 16, 2023 at 12:00 p.m. (CT)	Initial Bid Deadline for Capital Transaction	Capital Transaction
May 25, 2023 at 12:00 p.m. (CT)	Initial Bid Deadline for Asset Sale	Asset Sale
June 15, 2023 at 12:00 p.m. (CT)	Final Bid Deadline for Stock Sale	Stock Sale
June 15, 2023 at 12:00 p.m. (CT)	Final Bid Deadline for Capital Transaction	Capital Transaction
June 29, 2023 at 12:00 p.m. (CT)	Final Bid Deadline for Asset Sale	Asset Sale
TBD (June 19, 2023– June 30, 2023)	Auction for Stock Sale (if necessary)	Stock Sale
TBD (July 3, 2023– July 14, 2023)	Auction for Asset Sale (if necessary)	Asset Sale
48 hours after conclusion of applicable Auction	Deadline to file Notice of Successful Bidder (with Designated Contracts to be Assumed and Assigned)	All
7 business days after filing of applicable Notice of Successful Bidder	Deadline to object to (i) conduct of the Auction, (ii) identity of the Successful Bidder, and (iii) adequate assurance of future performance by Successful Bidder	All

Date	Deadline/Event	Relevant Transaction (Capital Transaction / Stock Sale / Asset Sale)
TBD	Sale Hearing(s) / Closing(s)	Sales
TBD	Deadline to Object to Capital Transaction / Related Hearing[1]	Capital Transaction

I. CONSULTATION PARTIES

As appropriate throughout the Bidding Process, the Debtors will consult with the Official Committee of Unsecured Creditors, the Official Committee of Equity Holders, JMB Capital (the Debtors' postpetition lender), and any other party that the Debtors deem appropriate (collectively, the "Consultation Parties") and will (a) coordinate with Potential Bidders (as defined below) regarding the conduct of their respective due diligence, (b) evaluate bids from Potential Bidders, (c) following consultation with the Consultation Parties, negotiate any bid made (a "Bid"), and (d) following consultation with the Consultation Parties, make such other determinations as are provided for in these Bid Procedures (collectively, the "Bidding Process"); *provided* that the Debtors (i) will not consult with a Consultation Party that is actively participating (or intends to participate) as a bidder and (ii) will not consult with any Consultation Party if the Debtors determine, in their business judgment, that consulting with such Consultation Party regarding any issue, selection, or determination is (y) likely to have a chilling effect on potential bidding or (z) otherwise contrary to the goal of maximizing value, either through a Sale process or Capital Transaction, for the Debtors' estates, their creditors, and all other parties in interest. To the extent a member of the Official Committee of Unsecured Creditors or the Official Committee of Equity Holders is actively participating (or intends to participate) as a bidder, such member shall be walled off from any consultation rights of the Official Committee of Unsecured Creditors or the Official Committee of Equity Holders (as applicable).

II. CONFIDENTIALITY AGREEMENT AND POTENTIAL BIDDERS

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each person or entity must enter into (unless previously entered into in form and substance satisfactory to the Debtors) with the Debtors an executed confidentiality agreement in form and substance satisfactory to the Debtors (the "Confidentiality Agreement"). Further, to participate in the diligence process and receive access to due diligence information, a party must, upon request by the Debtors, submit to the Debtors or their advisors sufficient information, as determined by the Debtors, to allow the Debtors to determine that the interested party (a) has the financial wherewithal to consummate the applicable Capital Transaction or Sale and (b) intends to access the Data Room (as defined below) for a purpose consistent with these Bid Procedures. Each person or entity that enters into the Confidentiality Agreement with the Debtors no later than the Initial Bid Deadline (as defined below) is hereinafter referred to as a "Potential Bidder."

[1] For the avoidance of doubt, all parties' rights with respect to the consummation of a Capital Transaction (including a chapter 11 plan) and any objections thereto are reserved.

After a Potential Bidder enters into a Confidentiality Agreement with the Debtors, the Debtors shall deliver or make available (unless previously delivered or made available) to each Potential Bidder certain designated, confidential information (including, if applicable, financial data) with respect to the Assets.

III. DUE DILIGENCE

The Debtors will grant each of the Consultation Parties (on a professional eyes' only basis) and each Potential Bidder access to the Debtors' confidential electronic data room concerning the Assets (the "Data Room"). Up to and including the Final Bid Deadline (as defined below), the Debtors will afford any Potential Bidder such due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable, available, and appropriate under the circumstances. The Debtors may designate one or more representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders. In the event that any such due diligence material is in written form and has not previously been provided to any other Potential Bidder, the Debtors will simultaneously provide access to such materials to all Potential Bidders. Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Debtors and the Assets in conjunction with submitting its Bid.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Debtors or the Assets to any person or entity who is not a Potential Bidder.

The Debtors make no representation or warranty as to the information provided through this due diligence process or otherwise, including the documents in the Data Room, except as set forth in any executed definitive documents for the Capital Transaction or the Sales.

IV. NO COMMUNICATIONS AMONG BIDDERS

There shall be no communications regarding potential Bids, a potential Capital Transaction, or a potential Sale between or among any bidders unless the Debtors, after consultation with the Consultation Parties, have previously authorized such communication in writing. The Debtors reserve the right, in their reasonable business judgment and after consultation with the Consultation Parties, to disqualify any bidder that the Debtors believe in their reasonable judgement has communicated with another bidder in violation of these Bid Procedures.

V. CREDIT BIDDING

Each Potential Bidder that has a valid and perfected lien that secures an allowed claim on any of the Assets (a "Secured Creditor") may seek to credit bid all or any portion of the Secured Creditor's claim on a dollar-for-dollar basis pursuant to, and subject to, section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured and only to the extent such credit bid is permitted under the Bankruptcy Code and non-bankruptcy law.

VI. BID DEADLINES

Stock Sale. A Potential Bidder that desires to make a Bid for a Stock Sale shall deliver written copies of its Bid in both Portable Document Format (.pdf) and Microsoft Word (.doc/.docx) to Moelis & Company (Project_Stallion_Sorrento_Bids_EXT@moelis.com), by no later than May 16, 2023 at 12:00 p.m. (Central Time) (as may be extended, the "Initial Stock Bid Deadline") and no later than June 15, 2023, at 12:00 p.m. (Central Time) (as may be extended, the "Final Stock Bid Deadline").

Asset Sale. A Potential Bidder that desires to make a Bid for an Asset Sale shall deliver written copies of its Bid in both Portable Document Format (.pdf) and Microsoft Word (.doc/.docx) to Moelis & Company (Project_Stallion_Sorrento_Bids_EXT@moelis.com), by no later than May 25, 2023, at 12:00 p.m. (Central Time) (as may be extended, the "Initial Asset Bid Deadline") and no later than June 29, 2023, at 12:00 p.m. (Central Time) (as may be extended, the "Final Asset Bid Deadline").

Capital Transaction. A Potential Bidder that desires to make a Bid for a Capital Transaction (which may be in the form of a term sheet for a plan of reorganization (a "Plan Term Sheet") shall deliver written copies of its Bid in both Portable Document Format (.pdf) and Microsoft Word (.doc/.docx) to Moelis & Company (Project_Stallion_Sorrento_Bids_EXT@moelis.com), by no later than May 16, 2023, at 12:00 p.m. (Central Time) (as may be extended, the "Initial Capital Bid Deadline" and together with the Initial Stock Bid Deadline and the Initial Asset Bid Deadline, the "Initial Bid Deadlines") and no later than June 15, 2023, at 12:00 p.m. (Central Time) (as may be extended, the "Final Capital Bid Deadline" and together with the Final Stock Bid Deadline and the Final Asset Bid Deadline, the "Final Bid Deadlines").

Any Bids submitted by the applicable Initial Bid Deadlines are referred to as "Initial Bids" and any Bids submitted by the applicable Final Bid Deadlines are referred to as "Final Bids." As soon as reasonably practicable following each Bid Deadline, the Debtors will provide to the Consultation Parties copies of all Bids (with such distribution permissible by electronic means).

VII. INITIAL BID REQUIREMENTS

All Initial Bids must comply with the following requirements (collectively, the "Initial Bid Requirements"):

1. **Identity.** The Bid must fully disclose the identity of the Potential Bidder and provides the contact information of the specific person(s) whom the Debtors or their advisors should contact (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Capital Transaction or proposed Sale) in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder. The Bid must fully disclose what connections the Potential Bidder has (if any) to the Debtors or the Debtors' principals.

2. **Purchase Price.**

   a. With respect to a proposed Sale, the Bid must set forth the purchase price to be paid by such Potential Bidder and the forms of consideration the Potential Bidder intends to use to pay such purchase price.

   b. With respect to a proposed Capital Transaction, the Bid must set forth the cash or other consideration to be furnished, including and identifying separately any cash and non-cash components.

3. **Terms**.

   a. With respect to a proposed Sale, the Bid must identify the Assets with reasonable specificity and the particular liabilities, if any, such bidder seeks to assume.

   b. With respect to a proposed Capital Transaction, the Bid must describe (i) in reasonable detail the terms and conditions of such Capital Transaction and (ii) in the event the Bid is a Plan Term Sheet, the treatment of various classes of creditor claims, which must comply with the applicable requirements of the Bankruptcy Code.

4. **Diligence**. The Bid must contain an acknowledgment that the Potential Bidder has relied solely upon its own independent review, diligence, investigation, and/or inspection of any documents and any other information in making the Bid.

5. **Regulatory**. In the Bid, the Potential Bidder must indicate whether it believes its Bid will be subject to any regulatory approvals, including review by the Committee on Foreign Investment in the United States or review under the Hart-Scott-Rodino Act.

The Debtors reserve the right, after consultation with the Consultation Parties, to seek Bankruptcy Court approval of an Initial Bid prior to the Final Bid Deadline and without an Auction (as defined below), to the extent the Debtors determine that doing so would maximize value for their estates.

VIII. STALKING HORSE / BID PROTECTIONS

After consultation with the Consultation Parties, the Debtors reserve the right to select one or more Potential Bidders to act as stalking horse bidders in connection with a Sale or Capital Transaction (each, a "Stalking Horse Bidder") and to enter into an agreement with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Agreement"). The Debtors will provide notice of any Stalking Horse Bidder designation and any Stalking Horse Agreement by filing a notice with the Bankruptcy Court. The Debtors also reserve the right to offer a break-up fee and/or expense reimbursement to a Stalking Horse Bidder ("Bid Protections") and to seek Bankruptcy

Court approval thereof on seven-days' notice (unless otherwise shortened by the Bankruptcy Court).

IX. FINAL BID REQUIREMENTS

All Final Bids must comply with the following requirements (collectively, the "Final Bid Requirements" and together with the Initial Bid Requirements, the "Bid Requirements"):

1. **Documentation**.

   a. With respect to a proposed Sale, the Bid must be accompanied by an executed purchase agreement, based on either a form provided by the Debtors or the Stalking Horse Agreement, if one exists.

   b. With respect to a proposed Capital Transaction, the Bid must be accompanied by a detailed transaction document capable of being executed, whether that be a credit agreement, Plan Term Sheet, or otherwise, as applicable.

2. **Identity.** The Bid must fully disclose the identity of the Potential Bidder and provides the contact information of the specific person(s) whom the Debtors or their advisors should contact (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Capital Transaction or proposed Sale) in the event that the Debtors have any questions or wish to discuss the Bid submitted by the Potential Bidder. The Bid must fully disclose what connections the Potential Bidder has (if any) to the Debtors or the Debtors' principals.

3. **Purchase Price.**

   a. With respect to a proposed Sale, the Bid must set forth the purchase price to be paid by such Potential Bidder and the forms of consideration the Potential Bidder intends to use to pay such purchase price.

   b. With respect to a proposed Capital Transaction, the Bid must set forth the cash or other consideration to be furnished, including identifying separately any cash and non-cash components.

4. **Minimum Bid**. In the event a Stalking Horse Bidder is designated, each Bid must exceed (a) the Stalking Horse Bid *plus* (b) the amount of the Bid Protections payable to such Stalking Horse Bidder (if any).

5. **Terms**.

   a. With respect to a proposed Sale, the Bid must identify the Assets (including the specific executory contracts and unexpired leases)

such Potential Bidder wishes to bid on and the liabilities and obligations (including applicable cure costs) to be assumed by the Potential Bidder in the Sale, and must acknowledge that the Potential Bidder shall be solely responsible for the payment of any cure cost(s) required pursuant to section 365 of the Bankruptcy Code.

b. With respect to a proposed Capital Transaction, the Bid must describe (i) in reasonable detail the terms and conditions of such Capital Transaction and (ii) in the event the Bid is a Plan Term Sheet, the Bid must also provide the treatment of various classes of creditor claims, which must comply with the applicable requirements of the Bankruptcy Code.

6. **Irrevocable.** The Bid must be irrevocable unless and until the Debtors accept a higher or otherwise better Bid and such bidder is not selected as the Backup Bidder (as defined below). If the Bid is chosen as the Backup Bid (as defined below), the Bid must remain irrevocable until the Debtors and the Successful Bidder consummate the Capital Transaction or Sale, as applicable.

7. **No Contingencies**. The Bid must not be subject to contingencies or conditions of any kind, including, without limitation, contingencies related to financing, internal approval, or due diligence.

8. **Diligence**. The Final Bid must contain an acknowledgment that the Potential Bidder has relied solely upon its own independent review, diligence, investigation, and/or inspection of any documents and any other information in making the Bid.

9. **Backup Bid**. The Bid must provide that the Potential Bidder agrees to serve as a backup bidder (the "Backup Bidder") if the Potential Bidder's Qualified Bid (as defined below) is the highest or best bid after the Successful Bid (as defined below) (the "Backup Bid") through the applicable closing date (the "Closing Date").

10. **Adequate Assurance of Future Performance**. With respect to a proposed Sale, the Bid must be accompanied by adequate assurance of future performance information (the "Adequate Assurance Information"), which should include (i) information about the Potential Bidder's financial condition, such as federal tax returns for the previous two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtors' business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale, (iii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, and (iv) such additional information regarding the

Potential Bidder as the Potential Bidder may elect to include. By submitting a Final Bid, each Potential Bidder agrees that the Debtors may disseminate its Adequate Assurance Information to affected counterparties to any contracts or leases potentially being assumed and assigned in connection with the Sale and the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid (as defined below).

11. **Good Faith Deposit; Financial Capacity**. The Bid must be accompanied by (i) a deposit in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of (x) in the event of a Sale, 10% of the cash consideration of the Bid and/or (y) in the event of a Capital Transaction, 10% of the cash proceeds to be distributed to the Debtors, which funds will be deposited into an escrow account to be identified and established by the Debtors (a "Good Faith Deposit"), and (ii) written evidence, documented to the Debtors' satisfaction, that demonstrates the Potential Bidder has available cash and/or a commitment for financing if selected as the Successful Bidder (as defined below) (*provided, however*, that the closing shall not be contingent in any way on the Successful Bidder's financing), and such other evidence of ability to consummate the transaction(s) as the Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (*provided further* that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase the Good Faith Deposit for one or more Qualified Bidders (as defined below) in their sole discretion after consulting with the Consultation Parties.

12. **Regulatory**. In the Bid, the Potential Bidder must indicate whether it believes its Bid will be subject to any regulatory approvals, including review by the Committee on Foreign Investment in the United States or review under the Hart-Scott-Rodino Act.

X. DESIGNATION OF QUALIFIED BIDS

The Debtors will review each Final Bid received from a Potential Bidder and, after consultation with the Consultation Parties, determine whether it meets the requirements set forth above. A Final Bid received from a Potential Bidder that meets the Final Bid Requirements, and is otherwise satisfactory to the Debtors, will be considered a "Qualified Bid" and each Potential Bidder that submits a Qualified Bid will be considered a "Qualified Bidder." The Debtors shall inform Potential Bidders whether or not their Final Bids have been designated as Qualified Bids prior to any Auctions and, in the event the Debtors inform a Potential Bidder that it has not submitted a Qualified Bid, they shall provide information as to what is needed for the Potential Bidder to submit a Qualified Bid and become a Qualified Bidder.

The Debtors, in their business judgment, and after consultation with the Consultation Parties, reserve the right to reject any Bid at any time if such Bid, among other things:

(1) requires any indemnification of the Potential Bidder;

(2) is not received by the applicable Bid Deadline;

(3) does not comply with the applicable Bid Requirements or the Bankruptcy Code;

(4) is contrary to the best interests of the Debtors and their estate;

(5) is subject to any contingencies or conditions (including representations, warranties, covenants, and timing requirements) of any kind or any other conditions precedent to such party's obligation; or

(6) does not, in the Debtors' determination (after consultation with the Consultation Parties), include fair and adequate terms or the acceptance of which would not be in the best interests of the Debtors' estates or the Auction.

Any Bid rejected pursuant to the foregoing shall not be deemed to be a Qualified Bid; *provided* that the Debtors have the right to work with the parties to any rejected Bid to cure any such defects. In the event that any Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Potential Bidder (including all accumulated interest thereon) to be refunded to it no later than five business days after the Bid Deadline.

XI. AUCTION

After consultation with the Consultation Parties, if the Debtors receive only one Qualified Bid with respect to any particular Assets (or all of the Assets) or otherwise determine that an auction would not maximize value for the Debtors' estates with respect to a proposed transaction, (a) the Debtors may not hold an auction with respect to such transaction; (b) the Qualified Bid, as applicable, may be deemed the Successful Bid with respect to such transaction; (c) the Qualified Bidder may be named the Successful Bidder with respect to such transaction; and (d) the Debtors may seek Court approval of the Successful Bidder and provide separate notice thereof.

If the Debtors determine to conduct an auction (an "Auction"), they will provide further notice of the Auction to parties in interest. Unless otherwise ordered by the Bankruptcy Court for cause shown, only the applicable Qualified Bidders are eligible to participate at the applicable Auction. The Consultation Parties and the U.S. Trustee, however, shall be permitted to attend the Auctions. In addition, any creditor of the Debtors, or any party the Debtors deem appropriate, may observe the Auctions; *provided, however*, that any such party must provide notice of its intent to observe to the Debtors at least one day before the applicable Auction by electronic mail to Ebba Gebisa (ebba.gebisa@lw.com) and Jonathan Gordon (jonathan.gordon@lw.com). At least one day prior to the start of the applicable Auction, each Qualified Bidder must inform the Debtors in writing whether it intends to participate in the Auction.

The bidding at the Auctions will be transcribed and the Debtors will maintain a transcript of all Bids made and announced at the Auctions. Each Qualified Bidder participating in the Auctions will be required to confirm in writing, and on the record at the applicable Auction, that (a) it has not engaged in any collusion with respect to the Bidding Process and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful

Bidder. All bidders at the Auctions will be deemed to have consented to the core jurisdiction and constitutional authority of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auctions, the Sales, and all agreements entered into in connection with any proposed sale transaction.

The Debtors will determine, after consultation with the Consultation Parties, which Qualified Bid is the highest or otherwise best applicable Qualified Bid for purposes of constituting the opening bid at the applicable Auction (the "Starting Bid(s)"). The determination of which Qualified Bid constitutes the Starting Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Debtors (after consultation with the Consultation Parties) deem relevant to the value of the Qualified Bid to the Debtors' estate, including, among other things, the following: (a) the amount and nature of the consideration, including any obligations to be assumed; (b) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (c) the extent to which such modifications are likely to delay closing of the proposed transaction and the cost to the Debtors of such modifications or delay; (d) the likelihood of the Qualified Bidder being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof; (e) the net benefit to the Debtors' estate; and (f) the tax consequences of such Qualified Bid. The Starting Bid(s) will be provided to Qualified Bidders prior to the applicable Auction.

Bidding at the Auctions will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one Subsequent Bid (as defined below) is submitted by a Qualified Bidder that the Debtors determine, after consultation with the Consultation Parties, is (i) for the first round, a higher or otherwise better offer than the Starting Bid and (ii) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below) (a "Subsequent Bid"). After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid that it believes to be the highest or otherwise best applicable offer (the "Leading Bid"). A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid, subject to the Debtors' authority to revise the Auction procedures as set forth below.

XII. SUCCESSFUL AND BACKUP BIDS

Immediately prior to the conclusion of the applicable Auction, the Debtors, after consultation with the Consultation Parties, will: (a) determine, consistent with the Bid Procedures, which bid constitutes the highest or otherwise best bid (the "Successful Bid") and (b) notify all Qualified Bidders at the Auction, prior to its conclusion, of the name of the maker of the Successful Bid (the "Successful Bidder") and the amount and other material terms of the Successful Bid.

The Debtors may, after consultation with the Consultation Parties, designate the Backup Bid (and the corresponding Backup Bidder) to close with respect to a proposed transaction in the event that the Successful Bidder does not close its proposed transaction. In the event that a Successful Bidder fails to close prior to such date as specified in the applicable documents (or such date as may be extended by the Debtors), the Debtors, upon written notice to the Backup Bidder,

may designate the applicable Backup Bid as the Successful Bid for such transaction, in which case the Backup Bidder will be deemed to be the Successful Bidder for such transaction and the Debtors will be authorized, but not directed, to close the transaction with the Backup Bidder subject to the terms of the Backup Bid and any orders of the Bankruptcy Court.

Unless the Bankruptcy Court orders otherwise, the Debtors will not consider any Bids or Subsequent Bids submitted after the conclusion of the applicable Auction and any and all such Bids and Subsequent Bids will be deemed untimely and will under no circumstances constitute a Qualified Bid.

Within 48 hours following the conclusion of the applicable Auction, the Debtors will file a notice on the Bankruptcy Court's docket identifying (with specificity) the Successful Bidder(s), any applicable Backup Bidders, and, if applicable, the list of executory contracts and unexpired leases that the Successful Bidder(s) want assumed and assigned (with their corresponding cure amounts) (a "Notice of Successful Bidder").

The Debtors' presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court.

XIII. BANKRUPTCY COURT HEARING

Each Successful Bid and any Backup Bid (or if no Qualified Bid other than that of one applicable Qualified Bidder is received and no Auction is held, then the Qualified Bid of such Qualified Bidder) is subject to approval by the Bankruptcy Court. As and when appropriate, the Debtors will schedule, and provide notice of, a hearing for the Bankruptcy Court to consider approval of the transaction(s) contemplated by the Qualified Bid(s) (in the event of a Sale, the "Sale Hearing").

XIV. RETURN OF GOOD FAITH DEPOSIT

The Good Faith Deposits of all Qualified Bidders shall be held in escrow, but shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. The Debtors shall retain any Good Faith Deposit submitted by each Successful Bidder. At the closing of a transaction contemplated by a Successful Bid, the applicable Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided. The Good Faith Deposit of any Backup Bidder shall be retained until three business days after the Closing Date. The Good Faith Deposits of any other Qualified Bidders will be returned no later than seven business days following the applicable Auction.

If a Successful Bidder (or, if the transaction is to be closed with a Backup Bidder, then the Backup Bidder) fails to consummate the transaction because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the applicable transaction documents (as such documents may be amended or modified at the Auction), the Debtors and their estates shall be entitled to retain the Good Faith Deposit of such Successful Bidder (or, if the transaction is to be closed with the Backup Bidder, then such Backup Bidder) as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

XV. RESERVATION OF RIGHTS AND MODIFICATIONS

Notwithstanding any of the foregoing, the Debtors, after consultation with the Consultation Parties, reserve the right to modify these Bid Procedures, including, without limitation, to extend the deadlines set forth herein, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn or cancel the Auctions at or prior to the Auctions, seek Bankruptcy Court approval for a private sale before a Bid Deadline (i.e., without an Auction), and/or adjourn any Bankruptcy Court hearings.

The Debtors also may, after consultation with the Consultation Parties, announce at the Auctions additional procedural rules (*e.g.*, the amount of time to make Subsequent Bids, the amount of any required incremental overbids, the requirement that parties submit "best and final" Bids, and conducting an open cry auction, one or more rounds of sealed bidding, or any combination of the foregoing) for conducting the Auctions or otherwise modify these Bid Procedures; *provided* that such rules (1) are not materially inconsistent with these Bid Procedures, the Bankruptcy Code, or applicable orders of the Bankruptcy Court and (2) are disclosed to each Qualified Bidder during the applicable Auction.

For the avoidance of doubt, nothing in these Bid Procedures prevent the Debtors from pursuing or consummating any other transactions that do not constitute a Capital Transaction or Sale, and the Debtors reserve all rights to effectuate the foregoing.

XVI. CONSENT TO JURISDICTION

All Potential Bidders submit to the jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bid Procedures, any sale documents, or any chapter 11 plan in the Debtors' chapter 11 cases.

XVII. AS-IS / WHERE-IS

Any Assets sold pursuant to these Bid Procedures will be conveyed on the applicable Closing Date in their then-present condition, as is, with all faults, and without any warranty whatsoever, express or implied, except as otherwise expressly provided in the transaction documents with the Successful Bidder.

XVIII. FIDUCIARY DUTIES

Notwithstanding anything to the contrary in these Bid Procedures, nothing in these Bid Procedures shall require the Debtors, after consulting with counsel, to take any action or refrain from taking any action with respect to any proposed Capital Transaction or proposed Sale if taking or failing to take such action would be inconsistent with applicable law or their fiduciary duties.

Exhibit C
Highly Confidential

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and entered into as of [•], 2024, by Sorrento Therapeutics, Inc., a Delaware corporation (the "Seller") and the Subsidiaries of Seller (collectively, the "Selling Entities") in favor of Vivasor, Inc., a Delaware corporation (the "Buyer"). The Buyer and the Selling Entities are sometimes referred to in this Bill of Sale together as the "Parties" or individually as a "Party". All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Buyer and the Seller are parties to that certain Asset Purchase Agreement, dated as of March 8, 2024 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Asset Purchase Agreement"), pursuant to which, among other things, the Seller has agreed to sell, transfer, assign, convey and deliver, and cause its Subsidiaries (other than the Acquired Entities) to sell, transfer, assign, convey and deliver, to the Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of the Selling Entities' right, title and interest in, to and under the Purchased Assets and the Buyer has agreed to purchase, acquire and accept the Purchased Assets;

WHEREAS, this Bill of Sale is being entered to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Assets by the Selling Entities to the Buyer, and the acquisition and acceptance of the Purchased Assets by the Buyer, all in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Asset Purchase Agreement, the Selling Entities, intending to be legally bound, do hereby agree with the Buyer as follows:

1. Bill of Sale. Pursuant to the terms and subject to the conditions contained in the Asset Purchase Agreement and Section 363 of the Bankruptcy Code, and in consideration of good and valuable consideration as recited in the Asset Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, effective as of the date hereof, the Selling Entities hereby sell, transfer, assign, convey and deliver to the Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of the Selling Entities' right, title and interest in, to and under the Purchased Assets, and the Buyer hereby acquires and accepts the sale, transfer, assignment, conveyance and delivery of all of the Selling Entities' right, title and interest in, to and under the Purchased Assets.

2. Binding Effect. All of the Purchased Assets sold, transferred, assigned, conveyed and delivered pursuant to Section 1 hereof are hereby sold, transferred, assigned, conveyed and delivered unto the Buyer and unto the Buyer's successors and assigns forever, and this Bill of Sale will be binding on the Selling Entities and the Selling Entities' successors and assigns.

3. Subject to Asset Purchase Agreement. Nothing contained in this Bill of Sale will be construed as a waiver of or limitation upon any of the rights or remedies of any Party as set forth in the Asset Purchase Agreement or any instrument or document delivered by any Person pursuant to the Asset Purchase Agreement. This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement (including, but not limited to, the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement) and is not intended to and will not be construed to create any new, or expand, limit or otherwise modify any existing, representations, warranties, covenants or agreements set forth in the Asset Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern and control.

4. Further Actions. Each of the Parties covenants and agrees, at its own expense, to execute and deliver, upon the written request of the other party hereto, such further instruments and to take such other action as are reasonably necessary or required in order to consummate the transactions contemplated by this Bill of Sale.

5. Amendment; Waiver. This Bill of Sale may not be amended, waived or otherwise modified except by a written instrument signed by Parties.

6. Counterparts. This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that executed signature pages delivered by facsimile or electronic mail shall for all purposes constitute original signature pages.

7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Bill of Sale, and all claims and causes of action arising out of, based upon, or related to this Bill of Sale or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

8. Assignment; Liquidating Trust. Neither this Bill of Sale nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null and void; provided that the rights of Buyer under this Bill of Sale may be assigned by Buyer, without the prior written consent of any Selling Entity, to one or more Buyer Designees, so long as Buyer shall continue to remain obligated in full hereunder; provided, further, that Selling Entities may assign their respective rights and obligations under this Bill of Sale to any liquidating trust or other representative of the Selling Entities created or appointed pursuant to an Order of the Bankruptcy Court. No assignment by any Party shall relieve such Party (including an assignment by Buyer to any Buyer Designee) of any of its obligations hereunder. If a Liquidating Trust is established, from and after the formation of the Liquidating Trust all rights and obligations of the Selling Entities under this Bill of Sale shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Selling Entities under this Bill of Sale. Subject to the foregoing, this Bill of Sale and all of the provisions hereof shall be

binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including the trustee in the Bankruptcy Case.

9. Third Party Beneficiaries; Liquidating Trust. No provision of this Bill of Sale is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns prior to Closing; provided, however, that, from and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the rights of the Selling Entities rights under this Bill of Sale.

10. Submission to Jurisdiction; Waiver of Jury Trial; Remedies. Sections 10.8 and 10.12 of the Asset Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

11. Entire Agreement. This Bill of Sale together with the Asset Purchase Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto.

IN WITNESS WHEREOF, the Selling Entities have caused this Bill of Sale to be executed as of the date first above written.

SELLING ENTITIES:

SORRENTO THERAPEUTICS, INC.

By: _____
Name:
Title:

[SELLING ENTITIES]

By: _____
Name:
Title:

Accepted and Agreed:

BUYER:

VIVASOR, INC.

By: _____
Name:
Title:

Exhibit D
Highly Confidential

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is made and entered into as of [•], 2024 by and among Vivasor, Inc., a Delaware corporation ("Assignee") and Sorrento Therapeutics, Inc., a Delaware corporation ("Assignor") and the Subsidiaries of the Assignor (collectively, the "Assignors"). The Assignee and the Assignors are sometimes referred to in this IP Assignment together as the "Parties" or individually as a "Party".

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 8, 2024, by and among Assignee, and the Assignor and, solely for the purposes of Section 3.1(b)(v) and Section 6.6, Henry Ji (as amended, restated, modified or supplemented from time to time, the "Asset Purchase Agreement"), the Assignor has agreed to sell, or cause its Subsidiaries to sell, to Assignee and/or such wholly-owned subsidiaries of Assignee designated in writing to Assignor ("Assignee Designees"), the Purchased Assets, and in connection therewith Assignee is willing to assume the Assumed Liabilities, all upon the terms and conditions set forth herein and further subject to any Final Orders in the Bankruptcy Case;

WHEREAS, under the Asset Purchase Agreement, Assignors have agreed to irrevocably grant, sell, transfer, convey, assign and deliver, as applicable, to Assignee or Assignee Designees, all right, title, and interest of whatever kind and nature in and to all Purchased Intellectual Property and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof; and

WHEREAS, it is the intent of all Parties that Assignee or Assignee Designees own all right, title, and interest in and to any and all Purchased Intellectual Property and Assignors desire to assign to Assignee or Assignee Designees all right, title, and interest in and to all Purchased Intellectual Property as provided herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used in this IP Assignment that are no defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. IP Assignment. In consideration for the payment of the Purchase Price, Assignors hereby convey, transfer, assign, and deliver to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in, to and under Assignors' Purchased Intellectual Property, which shall include without limitation:

(a) (i) all trademarks, trade names, business names and service marks (registered and unregistered), trade dress and similar rights and applications thereto, and all good will of the business associated therewith, as applicable; (ii) patents, patent applications, industrial design applications, and industrial design registrations, as applicable; (iii) websites, domain names, social media accounts and handles and app registrations, as applicable; (iv) copyrights in both published and unpublished works (registered and unregistered), including without limitation all software, html, app, web and social

media based content, moral rights waivers, all rights of authorship, use, publication, publicity, reproduction, distribution, performance, transformation, moral rights waivers and rights of ownership of copyrightable works, as applicable; (v) any other ideas, inventions, designs, manufacturing and operating procedures and other specifications, trade secrets, Know-How, recipes, inventions, methods, processes, technical and other data, specifications, research and development information, technologies, product roadmaps, customer lists and any other intangible assets and information (whether or not appropriate steps have been taken to protect, under applicable law, such other intangible assets, properties or rights); and (vi) any rights (whether at law, equity, by contract or otherwise) to use, practice or otherwise exploit any of the foregoing;

(b) all other registrations and applications to register the Purchased Intellectual Property, all rights to apply for and register the Purchased Intellectual Property and all rights of priority with respect thereto, in each case not otherwise included in Section 2(a);

(c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Purchased Intellectual Property; and

(d) any and all claims and causes of action with respect to any of the Purchased Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Unassignable IP. If Assignors have any Purchased Intellectual Property that cannot be assigned as a matter of law (the "Unassignable IP Rights"), Assignors hereby grant to Assignee an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the Purchased Intellectual Property in any manner without any restriction. Assignors further waive any "moral" rights, or other rights with respect to attribution of authorship or integrity relating to the Purchased Intellectual Property as Assignors may have under any applicable law under any legal theory.

4. Assistance. Assignors agree to perform, without charge or cost to Assignee or Assignee Designees, all acts reasonably necessary to permit and assist Assignee or Assignee Designees in perfecting the full benefits, enjoyment, rights, title and interest throughout the world in the Purchased Intellectual Property assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee or Assignee Designees, assistance and cooperation in the registration of applicable Intellectual Property rights.

5. Miscellaneous. Sections 10.1, 10.3, 10.5, 10.6, 10.8, 10.9 and 10.12 of the Asset Purchase Agreement are incorporated herein, *mutatis mutandis*.

6. Assignment; Liquidating Trust. Neither this IP Assignment nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null

and void; provided that the rights of Assignee under this IP Assignment may be assigned by Assignee, without the prior written consent of any Assignor, to one or more Assignee Designees, so long as Assignee shall continue to remain obligated in full hereunder; provided, further, that Assignors may assign their respective rights and obligations under this IP Assignment to any liquidating trust or other representative of the Assignors created or appointed pursuant to an Order of the Bankruptcy Court. No assignment by any Party shall relieve such Party (including an assignment by Assignee to any Assignee Designee) of any of its obligations hereunder. If a Liquidating Trust is established, from and after the formation of the Liquidating Trust all rights and obligations of the Assignors under this IP Assignment shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Assignors under this IP Assignment. Subject to the foregoing, this IP Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including the trustee in the Bankruptcy Case.

7. Third Party Beneficiaries. No provision of this IP Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns prior to Closing; provided, however, that, from and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the rights of the Assignors rights under this IP Assignment.

8. Entire Agreement. This IP Assignment, including any other agreements and documents referred to herein, collectively with the Asset Purchase Agreement and the other Transaction Documents, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the Parties with respect thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this IP Assignment, or has caused this IP Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE:

VIVASOR, INC.

By:_____
Name:
Title:

ASSIGNORS:

SORRENTO THERAPEUTICS, INC.

By:_____
Name:
Title:

[SUBSIDIARIES]

By: _____
Name:
Title:

Exhibit E

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "**ACT**"), AS AMENDED, OR ANY COMPARABLE STATE SECURITIES LAW, AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TRANSFER OR AN EXEMPTION UNDER THE ACT.

THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS SET FORTH IN SECTION 15 HEREOF.

UNSECURED PROMISSORY NOTE

[●], 2024 $[5,000,000][1]

BioVintage, Inc., a California corporation (the "**Company**"), for value received, hereby promises to pay Sorrento Therapeutics, Inc., a Delaware corporation ("**Holder**"), the principal amount of [five million dollars ($5,000,000)] (the "**Principal Amount**") and the interest thereon in accordance with, and subject to, the provisions of this subordinated promissory note (as may be amended from time to time, this "**Note**").

This Note was issued pursuant to that certain [Asset Purchase Agreement, dated as of March 8, 2024 (as may be amended and modified from time to time, the "**Purchase Agreement**")][2][Strict Foreclosure Agreement, dated as of [●], 2024 (as may be amended and modified from time to time, the "**Foreclosure Agreement**")][3], by and among the Company, Holder and certain other parties named therein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the [Purchase Agreement][Foreclosure Agreement].

Section 1. **Interest**. This Note shall accrue interest at four percent per annum computed on a 360-day year and based on the actual number of days elapsed, calculated on the principal amount of this Note outstanding, but without any compounding of interest, until paid in full. Upon the written election of Holder upon the occurrence and during the continuance of an Event of Default, the interest rate applicable to the Principal Amount (such rate, the "**Default Rate**") shall increase by a fixed rate equal to two percent per annum.

Section 2. **Scheduled Payment of Principal Amount and Accrued and Unpaid Interest**. Subject to the provisions of Section 3 hereof, the Company shall pay Holder all of the Principal Amount and accrued and unpaid interest thereon on [●], 2026 (the "**Maturity Date**").

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[1] To the extent this Note is issued in connection with Foreclosure Agreement, the original Principal Amount may be reduced, at the option of the Company, by the amount of any and all fees, costs and expenses incurred by the Company in connection with enforcing its rights under the DIP Note.

[2] To be used if Note is issued in connection with Asset Purchase Agreement.

[3] To be used if Note is issued in connection with Foreclosure Agreement.

Section 3. **Optional Prepayments**. The Company may, at any time and from time to time, without premium or penalty, prepay all or any portion of the outstanding Principal Amount of, and accrued but unpaid interest thereon.

Section 4. **Right of Setoff**. The Principal Amount and outstanding interest of this Note may be offset against any expense reimbursement, indemnification or other obligations or amounts owing by Holder to Company, in each case, to the extent such amounts were incurred or otherwise arose after the date hereof.

Section 5. **Application of Payments**. Any payment under this Note shall be applied (a) first, to pay any accrued and unpaid interest on the Principal Amount, and (b) second, to repay any unpaid Principal Amount.

Section 6. **Event of Default**. The occurrence of any one or more of the following events will constitute an "**Event of Default**":

(a) the Company fails to make when due, whether by acceleration or otherwise, any payment of the Principal Amount of, or interest on, this Note required to be made by the Company to Holder pursuant to this Note.

(b) the filing or commencement of any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person (each, a "**Proceeding**") against the Company, which, if such Proceeding is commenced without the application or consent of the Company, is not dismissed within sixty (60) days after such commencement.

Section 7. **Remedies**. If an Event of Default occurs and is continuing, then Holder may exercise any and all rights and remedies available to it under applicable law or hereunder. The Company shall pay all reasonable costs and expenses incurred by or on behalf of Holder in connection with Holder's exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable and documented out-of-pocket attorneys' fees.

Section 8. **Amendment and Waiver**. The provisions of this Note may be amended or waived only in a writing signed by the Company and Holder.

Section 9. **Cancellation**. After all of the Principal Amount and accrued interest thereon, if any, at any time owed on this Note have been paid or satisfied in full, this Note shall be surrendered to the Company for cancellation and shall not be reissued.

Section 10. **Payments**. All payments to be made to Holder shall be made in the lawful money of the United States of America in immediately available funds, unless otherwise agreed to by such Holder.

Section 11. **Place of Payment**. Payments of the Principal Amount and any interest thereon shall be delivered to Holder at such address as is specified from time to time by prior written notice by Holder to the Company.

Section 12. Governing Law; Submission to Jurisdiction.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Note (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the State of New York, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of New York to be applied.

(b) Any action, claim, suit or Proceeding arising out of, based upon or relating to this Note or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each party irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Proceeding arising out of, based upon or relating to this Note or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that, if the Bankruptcy Case is dismissed, any action, claim, suit or Proceeding arising out of, based upon or relating to this Note or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each party irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 17, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Proceeding is improper or (iii) this Note or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each party agrees that notice or the service of process in any action, claim, suit or Proceeding arising out of, based upon or relating to this Note or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 17.

Section 13. Business Days. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day (and interest shall continue to accrue during such extension at the applicable rate in effect immediately prior to such extension).

Section 14. Usury Laws. It is the intention of the Company and Holder to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable (whether

designated as interest, service charges, points or otherwise) under this Note shall be subject to reduction to the amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. Earned interest (whether designated as interest, service charges, points or otherwise) may never include more than the maximum amount permitted by law, computed from the date hereof until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically and, if theretofore paid, shall at the option of Holder hereof either be rebated to the Company or credited on the Principal Amount, or if this Note has been paid, then the excess shall be rebated to the Company.

Section 15. **Restrictions on Transfer**. Holder may not sell, transfer, assign, negotiate, pledge or otherwise dispose of this Note without the prior written consent of the Company, which will not be unreasonably withheld. This Note and all replacement notes will bear a legend evidencing such subordination and transfer restrictions applicable to this Note.

Section 16. **No Strict Construction; Counterparts**. The Company and Holder have participated jointly in the negotiation and drafting of this Note. In the event an ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by the Company and Holder, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Note. This Note may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. **Notice**. Notices pursuant to this Note shall be sent pursuant to the provisions of Section [●] of the [Purchase Agreement][Foreclosure Agreement], as applicable.

Section 18. **Tax Matters.** The Company shall have the right to make any backup withholding as may be required under the Code or regulations promulgated thereunder.

Section 19. **Jury Trial**. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 19.

Section 20. **Unsecured**. For the avoidance of doubt, the Company and Holder acknowledge that this Note and all obligations, liabilities and indebtedness evidenced hereby and/or incurred by the Company hereunder are not secured by any collateral and represent general unsecured obligations of the Company.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Company has executed and delivered this Note on the date first written above.

COMPANY:

BIOVINTAGE, INC.

By: _____
Name: _____
Its: _____

Acknowledged by Holder:

SORRENTO THERAPEUTICS, INC.

By: _____
Name: _____
Its: _____

Exhibit F

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*,[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)
	)	Re: Docket Nos. 390, 447, 1884

ORDER (I) APPROVING SALE OF CERTAIN ASSETS TO VIVASOR, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, (III) APPROVING MODIFICATIONS TO CONFIRMED CHAPTER 11 PLAN AND (IV) GRANTING RELATED RELIEF

Upon consideration of the emergency motion [Docket No. 1884] (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order (this "Sale Order") (a) authorizing and approving the *Asset Purchase Agreement*, by and among Sorrento Therapeutics, Inc., as seller ("Seller" or "Sorrento") and Vivasor, Inc., as purchaser (together with its permitted designees or assignees, "Purchaser") (the "APA"), a copy of which is attached hereto as Exhibit 1, (b) authorizing and approving the transactions contemplated by the APA (the "Transaction"), including but not limited to the sale of the Purchased Assets (as defined in the APA) free and clear of all Interests or Claims (as defined below) to the Purchaser and the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts (as defined

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 9380 Judicial Drive, San Diego, CA 92121.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA, the Bid Procedures Order, or the Motion, as applicable (each defined herein).

in the APA), (c) authorizing and approving the modifications made to the Debtors' confirmed chapter 11 plan, as reflected in the *Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated March 4, 2024, attached hereto as Exhibit 3 (the "Plan"), and (d) granting related relief; and the Court having conducted a hearing on April 14, 2023, and having entered that certain *Order (A) Approving Bid Procedures, (II) Approving Assumption and Assignment Procedures, and (III) Granting Related Relief* [Docket No. 447] (the "Bid Procedures Order"); and the Debtors having determined that the highest or otherwise best offer for the Purchased Assets has been made by the Purchaser pursuant to the APA; and the Court having conducted a hearing on the Motion on March 8, 2024 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the Transaction and to consider the approval of the Transaction pursuant to the terms and conditions of the APA, and the Court having considered: (i) the Motion and any objections thereto, (ii) the Transaction, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the record of the Sale Hearing held before the Court (if any); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the APA and the Transaction; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT**:[3]

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing (if any) in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Purchased Assets to be sold, transferred, and conveyed pursuant to the APA and the transactions contemplated under the Transaction, pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order and directs entry of judgment as set forth herein.

E. The Seller's rights, title and interest in the Purchased Assets constitute property of Seller's bankruptcy estate and title thereto is vested in the Seller's bankruptcy estate within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

G. On February 13, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing these Chapter 11 Cases. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of the Chapter 11 Cases.

H. This Court previously entered the Bid Procedures Order: (i) establishing bidding and auction procedures in connection with one or more sales or dispositions of all or substantially all of the Debtors' assets; (ii) scheduling one or more auctions (if necessary); (iii) establishing procedures for the assumption and assignment of executory contracts; (iv) approving the form and manner of notice of all procedures, protections, schedules, and agreements; and (v) granting certain related relief.

I. As evidenced by the affidavits or certificates of service and publication previously filed with the Court,[4] demonstrated by the evidence presented at, and based on the representations of counsel at the Sale Hearing (if any), due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing (if any), and the Transaction has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014 and in compliance with the Bid Procedures Order, to each party entitled to such notice. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice (as defined in the Bid Procedures Order) once in the *New York Times* on April 18, 2023, as evidenced by the affidavit of publication filed by the Debtors at Docket No. 489 in these Chapter 11 Cases, was, and is deemed, sufficient and reasonably calculated under the circumstances to reach such entities. The notice described above, and in the Motion and the Bid Procedures Order, was good, sufficient, and appropriate under the circumstances, and reasonably calculated to reach and apprise all known and unknown holders of liens, claims, and encumbrances, and no other or further notice of the Motion, the Transaction, and the Sale Hearing (if any) is, or shall be, required.

[4] Docket Nos. 489, 495, 531, 557, 581, 635, 672, 736, 907, 915.

J. The Sale Notice and subsequent notices provided all interested parties with timely and proper notice of the Transaction, Bid Deadline, Sale Objection Deadline, and Sale Hearing (if any). Further, a reasonable opportunity to object to and to be heard regarding the relief granted by this Sale Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

K. In accordance with the Bid Procedures Order, the Debtors have served upon each non-Debtor counterparty to the Assumed Contract a notice (as amended, modified, or otherwise supplemented from time to time, the "Cure Notice") of the potential assumption and assignment of the Assumed Contract and of the amounts necessary to cure any defaults thereunder (the "Cure Amounts") pursuant to section 365(b) of the Bankruptcy Code.

L. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion and provided for herein.

M. The disclosures made by the Debtors (i) at the Sale Hearing (if any) and the hearing on the Bid Procedures and (ii) in the Sale Notice, the Motion, and related documents filed with the Court concerning the APA, the Transaction, and the Sale Hearing (if any) were good, complete and adequate.

N. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

O. The Debtors conducted the sale process in accordance with, and have otherwise complied in all respects with, the Bid Procedures Order. The sale process set forth in the Bid Procedures Order and the Motion afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Assets.

P. The terms contained in the APA constitute the highest or otherwise best offer for the Purchased Assets and will provide a better, and higher level of certainty of, recovery for the Purchased Assets than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of Debtors' business judgment.

Q. The APA and the Transaction contemplated thereby represent a fair and reasonable agreement to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases and are substantively and procedurally fair to the Purchaser and all other parties. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Purchased Assets for greater economic value to the Debtors' estates than Purchaser.

R. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Transaction (including the assumption and assignment of the Assumed Contracts) because, among other reasons: (i) the APA constitutes the highest or otherwise best offer for the Purchased Assets; (ii) the APA and the closing of the Transaction will present the best opportunity to realize the value of the Purchased Assets; and (iii) any other available transaction would not have yielded as favorable an economic result.

S. Purchaser is purchasing the Purchased Assets and entering into the Transaction in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and, therefore, is entitled to the full protections of that provision, including in the event that this Sale Order or any portion hereof is reversed or modified on appeal; and otherwise has proceeded in good faith in all respects in connection with the sale of the Purchased Assets in that (i) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) Purchaser complied with the provisions of the Bid Procedures

Order in all respects; (iii) Purchaser's bid was subject to the competitive Bid Procedures set forth in the Bid Procedures Order; (iv) all payments and other consideration to be made or otherwise provided by Purchaser and other agreements or arrangements entered into by Purchaser in connection with the Transaction have been disclosed; (v) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the APA, including the Transaction contemplated thereby, were at arms'-length and in good faith.

T. The APA and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, Purchaser, and their respective agents, representatives, and affiliates have not engaged in any conduct that would cause or permit the APA or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Debtors and their professionals marketed the Purchased Assets and conducted the marketing and sale process in substantial compliance with the Bid Procedures Order.

U. Purchaser participated in the sale process in good faith and has not acted in a collusive manner with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets.

V. Pursuant to the APA and as more fully set forth therein, Purchaser has offered to purchase the Purchased Assets in exchange for the consideration set forth in the APA.

W. The Bid Procedures (i) provided the Debtors flexibility to modify the bidding process in compliance with their fiduciary duties and (ii) afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Purchased Assets.

X. The consideration provided by Purchaser pursuant to the APA: (i) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof, or the District of Columbia (including the Uniform Fraudulent Transfer Act); (ii) is fair consideration under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws; and (iii) will provide a greater recovery for the Debtors' estates and their creditors than would be provided by any other reasonably practicable available alternative. The APA was not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under any other applicable law. Neither the Debtors nor Purchaser have entered into the transactions contemplated under the APA or are consummating the Transaction with any fraudulent intent or otherwise improper purpose prohibited by law.

Y. By consummating the Transaction, Purchaser is not a mere continuation of any or all of the Debtors or their estates, and there is no continuity, no common identity (except as otherwise disclosed), and no continuity of enterprise between Purchaser and the Debtors. Purchaser is not holding itself out to the public as a continuation of any or all of the Debtors. Purchaser is not a successor to the Debtors or the Debtors' estates by reason of any theory of law or equity, and the Transaction does not amount to a consolidation, merger, or *de facto* merger of Purchaser or the Debtors. Purchaser will not assume or in any way be responsible for any obligation or liability of the Debtors and/or the Debtors' estates, except as expressly provided in the APA.

Z. The Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan or plan of reorganization of the Debtors. This Sale Order does not constitute a *sub rosa* plan.

AA. Seller, acting by and through its existing agents, representatives, and officers, has full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, and Seller requires no further consents or approvals to consummate the Transaction contemplated by the APA, except as otherwise set forth in the APA.

BB. The transfer of each of the Purchased Assets to Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest Purchaser with all right, title, and interest of Seller to the Purchased Assets free and clear of all Interests or Claims accruing, arising, or relating thereto any time prior to the Closing Date, unless otherwise assumed in, or transferred by, the APA.

CC. The Debtors may sell the Purchased Assets free and clear of all Interests or Claims against the Debtors, their bankruptcy estates, or any of the Purchased Assets because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each Interest or Claim that is attached to the Purchased Assets to be transferred on the Closing Date: (i) is subject to release or discharge under applicable non-bankruptcy law, (ii) is held by an entity that has consented to the Transaction or is deemed to have consented to the Transaction, (iii) constitutes a lien against some or all of the Purchased Assets and the price at which such property is to be sold under the APA is greater than the aggregate value of all liens on such property, (iv) is the subject of a bona fide dispute, or (v) is held by an entity that could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance.

DD. Those holders of Interests or Claims against the Debtors, their bankruptcy estates, or any of the Purchased Assets who did not object (if any), or who withdrew their objections, to the Transaction or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Specifically, all holders of Interests or Claims are adequately protected by having their Interests or Claims, if any, in each instance against the Seller, its bankruptcy estate, or any of the Purchased Assets, attach to the net cash proceeds of the Transaction ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority with the same validity, force, and effect that such creditor had prior to the Transaction, subject to any rights, claims, and defenses the Debtors or their estates may possess with respect thereto.

EE. If, except as otherwise assumed in, or permitted by, the APA, the Transaction was not free and clear of all Interests or Claims, or if Purchaser would, or in the future could, be liable for any of the Interests or Claims, Purchaser would not have entered into the APA and would not consummate the Transaction, thus adversely affecting the Debtors and their bankruptcy estates and creditors.

FF. No sale, transfer or other disposition of the Purchased Assets pursuant to the APA or entry into the APA will subject the Purchaser to any liability for claims, obligations or Encumbrances asserted against the Debtors or the Debtors' interests in such Purchased Assets by reason of such transfer under any laws, including any bulk-transfer laws or any theory of Successor or Transferee Liability (as defined below), antitrust, environmental, product line, *de facto* merger or substantial continuity or similar theories. By virtue of the consummation of the transactions contemplated by the APA, (i) the Purchaser is not a continuation of the Debtors and their respective

estates, there is no continuity or continuity of enterprise between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, (ii) the Purchaser is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the Transaction does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates. Accordingly, the Purchaser is not and shall not be deemed a successor to the Debtors or their respective estates as a result of the consummation of the transactions contemplated by the APA and, the Purchaser's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature. Purchaser would not acquire the Acquired Assets but for the protections against any claims based upon "successor liability" theories (collective, "Successor or Transferee Liabilities").

GG. The Debtors have demonstrated that it is an exercise of their sound business judgment for the Debtors to assume and assign the Assumed Contracts to the Purchaser pursuant to the terms of this Sale Order and the APA, in each case in connection with the consummation of the Transaction, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors, their bankruptcy estates and creditors, and other parties in interest. The Assumed Contracts being assigned to the Purchaser under the APA are an integral part of the APA and the Transaction and, accordingly, such assumptions and assignments are reasonable and enhance the value of the Debtors' bankruptcy estates. Any non-Debtor counterparty to any Assumed Contract that has not filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment.

HH. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), and 365(f) of the Bankruptcy Code, in connection with the Transaction

and the assumption and assignment of the Assumed Contracts to the extent provided under this Sale Order and the APA and have: (i) cured any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(l)(A) of the Bankruptcy Code, or will cure any such default as of the Closing or as soon as reasonably practicable thereafter; and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss (if any) to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance with respect to the Assumed Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Assumed Contracts are assignable notwithstanding any provisions contained therein to the contrary.

II. The APA and Transaction must be approved, and the Closing must occur as promptly as possible under the APA to preserve the value of the Purchased Assets and maximize value for the Debtors' bankruptcy estates.

JJ. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration provided by Purchaser under the APA, (a) the Debtors, their bankruptcy estates, and creditors would be worse off if the Transaction were not consummated pursuant to the terms of the APA, and (b) the Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their bankruptcy estates, creditors, and other parties in interest in these Chapter 11 Cases, and should be approved.

KK. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

LL. Indena S.p.A. ("Indena") and Sorrento Therapeutics, Inc. entered into a Master Services Agreement, with an effective date of June 10, 2016, as subsequently amended and supplemented, including by certain statements of work, purchase orders, and letter agreements (collectively, the "Indena MSA"). The Indena MSA governs Indena's provision of services related to extracting and supplying resinaferatoxin (RTX). The Debtors and Indena agree that the Debtors owe €995,980 in prepetition amounts to Indena under the Indena MSA. Indena asserts that the Indena MSA has expired by its terms and therefore cannot be assumed and assigned by the Debtors pursuant to section 365 of the Bankruptcy Code absent the parties entering into an amendment extending the effectiveness of the Indena MSA; Indena, the Debtors and the Purchaser reserve all rights related thereto.

MM. On November 30, 2023, the Court confirmed the Debtors' chapter 11 plan of liquidation [Docket No. 1616, corrected at Docket No. 1652] (the "Confirmation Order"). The modifications made to the Debtors' confirmed chapter 11 plan, as reflected in the Plan attached hereto as Exhibit 3, do not materially or adversely affect any claimant's or equity holder's treatment and do not require re-solicitation. The modifications are appropriate, are permitted under section 1127(b) of the Bankruptcy Code, and are in the best interests of the Debtors' estates. Notice of the modifications was sufficient under the circumstances. The Plan continues to satisfy all the confirmation requirements of the Bankruptcy Code, including but not limited to sections 1122, 1123, and 1129.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The transactions contemplated by the APA are approved as set forth herein.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the proposed Sale Order, the Sale Hearing (if any), and the Transaction was fair and equitable under the circumstances and complied in all respects with the Bid Procedures Order and with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

Approval of the Sale of the Purchased Assets

3. The APA, including all ancillary documents, and all of the terms and conditions thereof, and the Transaction contemplated thereby, including the Purchase Price (as defined in the APA), are hereby approved in all respects. The Transaction is substantively and procedurally fair to the Purchaser and all other parties.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives, and officers, are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Transaction pursuant to and in accordance with the terms and conditions of this Sale Order and the APA; (b) transfer and assign all right, title, and interest to all Purchased Assets, including any and all property and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the APA; and (c) execute and deliver, perform under, consummate, and implement this Sale Order, the APA, any other definitive documentation contemplated by the APA, and all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order, the APA and the Transaction, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the APA and any such other ancillary documents.

5. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary, without further order of this Court, to implement the Sale Transaction and the other provisions of this Sale Order, including, without limitation, to allow the Purchaser to: (a) deliver any notice provided for in the APA and any ancillary documents; and (b) take any and all actions permitted under the APA and any ancillary documents in accordance with the terms and conditions thereof; *provided*, *however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

6. Subject to the terms, conditions and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the APA and this Sale Order and (b) with the ability of the Purchaser to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Sale Order; *provided*, *however*, that the foregoing restriction shall not prevent any party in interest from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

7. This Sale Order will be binding in all respects upon the Debtors, their bankruptcy estates, all creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against the Debtors, any and all alleged holders of Interests or Claims against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Purchaser and all agents, representatives,

affiliates, and permitted successors and assigns of Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any or all of the Debtors' cases. The terms and provisions of the APA and this Sale Order will inure to the benefit of the Debtors, their bankruptcy estates, their creditors, Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of Purchaser, and any other affected third parties, including all persons asserting any Interests or Claims in the Purchased Assets to be sold to Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise will be binding.

Sale and Transfer of Purchased Assets

8. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the APA, the Debtors' rights, title and interests in and to the Purchased Assets will be transferred to Purchaser free and clear of all encumbrances, claims, interests, and liens, including mortgages, restrictions, covenants, easements, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including possessory and other consensual and non-consensual liens and statutory liens), judgments, demands, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, derivative and vicarious liability, transferee liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, against the Debtors or the Purchased Assets, including any

restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities arising under or related to the Internal Revenue Code, of the Debtors or any of the Debtors' predecessors or affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Interests or Claims"), with all such Interests or Claims to attach to the net cash proceeds of the Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses that the Debtors and their bankruptcy estates may possess with respect thereto.

9. On the Closing Date, this Sale Order will be construed and will constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets to Purchaser pursuant to the terms and conditions set forth in this Sale Order and the APA.

10. Subject to the terms and conditions of this Sale Order, the transfer of the Purchased Assets to Purchaser pursuant to the APA and the consummation of the Transaction and any related actions contemplated thereby do not require any consents other than as specifically provided for in the APA, constitute a legal, valid, and effective transfer of the Purchased Assets, and will vest Purchaser with all of the Debtors' rights, title, and interests in and to the Purchased Assets as set

forth in this Sale Order and the APA, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever.

11. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Transaction. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transaction.

12. Upon consummation of the Transaction, if any person or entity that has filed financing statements or *lis pendens*, or filed any other documents or agreements evidencing Interests or Claims against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Interests or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, then: (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; and (b) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, will constitute conclusive evidence of the release of all Interests or Claims in the Purchased Assets of any kind or nature; *provided that*, notwithstanding anything in this Sale Order or the APA to the contrary, the provisions of this Sale Order will be self-executing, and neither the Debtors nor Purchaser will be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of

the Transaction, Purchaser is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

13. Except to enforce the APA, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, and creditors holding Interests or Claims of any kind or nature whatsoever against or in the Debtors and their bankruptcy estates or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Purchased Assets or the transfer of the Purchased Assets to Purchaser, hereby are forever barred and estopped, from asserting any Interests or Claims of any kind or nature whatsoever arising prior to the Closing against Purchaser and its permitted successors, designees, and assigns, or property, or the Purchased Assets conveyed in accordance with the APA.

14. As of and after the Closing Date: (a) each of the Debtors' creditors is hereby authorized to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Purchased Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory lien will be turned over and such liens will attach to the net cash proceeds of the Transaction in the same priority they currently enjoy with respect to the Purchased Assets.

Assumed Contracts

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date and payment of the applicable Cure Amounts (if any), the Debtors' assumption and assignment to the Purchaser on the terms set forth

in this Sale Order and the APA of the Assumed Contracts, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

16. Subject to payment of the applicable Cure Amounts (if any), the Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing Date, the Assumed Contracts free and clear of all Interests or Claims of any kind or nature whatsoever (except as otherwise assumed in, or transferred by, the APA) and execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

17. Upon the Closing and payment of the applicable Cure Amounts (if any), in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract.

18. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms pursuant to the APA, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

19. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, at the Closing, or as soon as reasonably practicable thereafter, Purchaser shall pay to the respective counterparty the Cure Amounts (if any) relating to any Assumed Contract.

20. The payment of the applicable Cure Amounts (if any) shall effect a cure of any and all defaults (if any) existing as of the date that such executory contracts or unexpired leases are

assumed and compensate for any actual pecuniary loss to such non-Debtor party resulting from such default.

21. Upon the Closing, the Debtors shall assume the Assumed Contracts and assign them to the Purchaser, and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by Debtors of such Assumed Contracts will not be a default thereunder. After the payment of the relevant Cure Amounts (if any), neither the Debtors, their bankruptcy estates, nor the Purchaser shall have any further liabilities to the non-Debtor counterparties to the Assumed Contracts, other than Purchaser's obligations under the Assumed Contracts that accrue or become due and payable on or after the date that such Assumed Contracts are assigned to the Purchaser.

22. Except as otherwise agreed in writing between the Debtors and the non-Debtor parties to the Assumed Contracts, stated on the record of the Sale Hearing (if any), or determined by Court order, the Cure Amounts for the Assumed Contracts are hereby fixed at the amounts set forth on Exhibit 2 attached to this Sale Order, and the non-Debtor parties to such Assumed Contracts are forever bound by such Cure Amounts and, upon payment of such Cure Amounts, if any, are hereby enjoined from taking any action against the Debtors and their bankruptcy estates, Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of the Purchaser, or the Purchased Assets with respect to any claim for cure amounts under any Assumed Contract.

23. Any provisions in any Assumed Contracts that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty or condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract constitute unenforceable anti-assignment provisions that are void, and of no force and effect. All other requirements and conditions under sections 363 and

365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been satisfied.

24. Any party having the right to consent to the assumption or assignment of any Assumed Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

25. Upon the Closing, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assumed Contracts and the Debtors and their estates will be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

26. The Purchaser has provided adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

27. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred from raising or asserting against the Debtors and their estates or Purchaser any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of or in connection with the Closing.

28. Notwithstanding anything to the contrary herein, the Indena MSA shall not constitute an Assumed Contract under this Sale Order unless, prior to Closing, the Debtors, Purchaser, and Indena enter into a written amendment that, among other things, extends the effectiveness of the Indena MSA. Except as provided in this paragraph, this Sale Order does not

authorize assumption and assignment of the Indena MSA to the Purchaser, and this Sale Order does not constitute a conveyance of the rights and obligations of the Debtors under the Indena MSA to the Purchaser.

Additional Provisions

29. Pursuant to the APA and sections 363(b) and 363(k) of the Bankruptcy Code, the Purchaser, in addition to the other consideration offered under the APA, agreed to credit bid all DIP Obligations (as defined in the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "DIP Order") (entered substantially contemporaneously herewith) outstanding as of immediately prior to the Closing Date (collectively, the "Credit Bid"). The Credit Bid was valid and proper, and was authorized to be made by the Purchaser pursuant to the DIP Loan Documents (as defined in the DIP Order), the Bidding Procurers Order and the Bidding Procedures. No cause exists to limit, reduce, modify or impair the amount of the Credit Bid under section 363(k) of the Bankruptcy Code. In accordance with section 363(k) of the Bankruptcy Code, the Debtors valued each dollar of the Credit Bid as equivalent to one dollar of cash, and such valuation was appropriate and represents a reasonable exercise of the Debtors' business judgment.

30. The Debtors and Purchaser and their respective officers, directors and direct and indirect subsidiaries shall not have or incur any liability to any person or entity for any act taken or omitted to be taken in connection with the formulation, preparation, implementation, approval or consummation of the APA and the transactions contemplated thereby, or any contract, instrument, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the APA.

31. The Debtors and Purchaser hereby waive, and will be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

32. Following the Closing, no holder of an Interest or Claim in or against the Debtors and their bankruptcy estates or the Purchased Assets will interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest or Claim or any actions that the Debtors and their bankruptcy estates may take in these Chapter 11 Cases or any successor case.

33. The Debtors, including their officers and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the APA and this Sale Order. The Debtors will be, and hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order. No consents or approvals, other than those expressly provided for in the APA or this Sale Order, are required for the Debtors to consummate the Transaction.

34. The consideration provided by Purchaser to the Debtors pursuant to the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, possession, or the District of Columbia.

35. Except for the Purchase Price or as otherwise set forth in the APA, Purchaser shall not have any liability whatsoever for any obligation of the Debtors arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, Purchaser shall not be

liable for any Claims or Interests against or in the Debtors, their directors, officers, employees, or advisors, any of their predecessors, or any of the Purchased Assets. By virtue of the Transaction, to the extent allowed by applicable law and except as otherwise set forth in this Sale Order, Purchaser and its affiliates, designees, successors, and assigns shall not be deemed or considered to (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor to the Debtors, including a "successor employer" for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtors, or any affiliate of the Debtors (other than the Purchaser), based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors (and there is no continuity of enterprise between Purchaser and any Debtor), including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of the Debtors or their respective estates.

36. The Transaction is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction will not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts), unless such authorization and consummation of the Transaction are duly stayed pending such appeal. Purchaser is an entity that has purchased the Purchased Assets in good faith,

as contemplated in section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

37. As a good-faith purchaser of the Purchased Assets, Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and therefore the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

38. Nothing in this Sale Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit regarding environmental laws that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

39. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Order, will conflict with or derogate from the terms of this Sale Order or the APA.

40. The mere failure to specifically include any particular provisions of the APA, including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order will not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the APA and each document, agreement or

instrument be authorized and approved in its entirety; *provided*, *however*, to the extent there are any inconsistencies between the terms of this Sale Order and the APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order will govern.

41. This Sale Order does not affect or impair any rights or remedies that Fisher Scientific and its divisions and subsidiaries (collectively, "Fisher") may have (a) in relation to any goods supplied to the Debtors in the ordinary course of business within forty-five days prior to the Petition Date, (b) to assert an administrative expense claim against the Debtors under any applicable provision of the Bankruptcy Code, or (c) in respect of any executory contracts between Fisher and the Debtors, if any. Any such rights and remedies, if any, are preserved and reserved; *provided, however*, that the rights of the Debtors and all other parties in interest to oppose and object to Fisher's assertion of any such rights or remedies, if any, and to seek any related relief, are preserved and reserved.

42. The modifications made to the Debtors' confirmed chapter 11 plan (as reflected in the Plan, attached hereto as Exhibit 3) are approved pursuant to section 1127(b) of the Bankruptcy Code. The Plan is confirmed, and the terms of the Confirmation Order shall apply in full force and effect to the Plan, as if fully set forth herein.

43. All time periods set forth in this Sale Order will be calculated in accordance with Bankruptcy Rule 9006(a).

44. To the extent that this Sale Order is inconsistent with any prior order or pleading in these Chapter 11 Cases, the terms of this Sale Order will govern.

45. The APA and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

46. The provisions of this Sale Order are nonseverable and mutually dependent.

47. Notwithstanding the provisions of Bankruptcy Rules 6004(h) or 7062 or any applicable provisions of the Local Rules, this Sale Order will not be stayed after the entry hereof, but will be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rule 6004(h) is hereby expressly waived and will not apply.

48. This Court will retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to Purchaser, and to adjudicate, if necessary, any and all future controversy or disputes concerning or relating in any way to the Transaction.

Dated: _____, 2024
Houston, Texas

_____
CHRISTOPHER LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Cure Costs

Schedule of Assumed Executory Contracts and Unexpired Leases

Item #	Contract Counterparty	Description of Contract or Lease	Cure Amount ($)[1]	Address 1	City, State Zip
1	ACEA Therapeutics	License Agreement	–	9924 Mesa RIM Rd	San Diego, CA 92121
2	ACEA Therapeutics	License Agreement		9924 Mesa RIM Rd	San Diego, CA 92121
3	Aardvark Therapeutics Inc.	Asset Purchase Agreement	–	12707 High Bluff Dr Suite 200	
4	ACTA Laboratories Inc.	Master Services Agreement	$1,863	27082 Burbank Street	Foothill Ranch, CA 92610
5	ACTA Laboratories Inc.	Master Services Agreement	–	27082 Burbank Street	Foothill Ranch, CA 92610
6	Agilex Biolabs Pty Limited	First Amendment to Project Agreement #01 (22-1043)	$45,317	28 Dalgleish Street	Thebarton SA 5031
7	Agilex Biolabs Pty Limited	First Amendment to Project Agreement #02	–	28 Dalgleish Street	Thebarton, SA 5031
8	Agilex Biolabs Pty Limited	Master Service Agreement	–	28 Dalgleish Street	Thebarton, SA 5031
9	Agilex Biolabs Pty Limited	Master Service Agreement	–	Level 3, 153 Flinders Street	Adelaide, SA 5000
10	Agilex Biolabs Pty Limited	Services Agreement - Project Agreement #02	–	28 Dalgleish Street	Thebarton SA 5031
11	Agilex BioLabs Pty Ltd	Letter of Intent for Assay Method Development and Validation to Support the Bioanalytical Requirements of the Clinical Study	–	28 Dalgleish Street	Thebarton, SA 5031
12	Agilex Biolabs Pty Ltd	Project Agreement (Work Order)	–	28 Dalgleish Street	Thebarton SA 5031
13	Agilex BioLabs Pty Ltd	Services Agreement - Change Order #01	–	28 Dalgleish Street	Thebarton SA 5031
14	Bellwyck Packaging Inc., dba Bellwyck Clinical Services	Master Services Agreement	–	21 Finchdene Square	Toronto, ON M1X 1A7
15	Bellwyck Pharma Services, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-01-R0	–	977 Century Drive	Burlington, ON L7L 5J9
16	Bellwyck Pharma Services, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-02-R1	–	977 Century Drive	Burlington, ON L7L 5J9
17	Bellwyck Pharma Services, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-03-R0	–	977 Century Drive	Burlington, ON L7L 5J9
18	Bellwyck Pharma Services, Inc.	Proposal: BCS-5795-R1	–	977 Century Drive	Burlington, ON L7L 5J8
19	Bellwyck Pharma Services, Inc.	Services Agreement - Proposal: BCS-5933-R1 (035090 V2)	–	977 Century Drive	Burlington, ON L7L 5J8
20	BSP Pharmaceuticals	Manufacturing Agreement - Change of Scope	$359,440	Via Appia Bm 65,561	04013 Latina Scalo
21	BSP Pharmaceuticals	Manufacturing Agreement - Change of Scope	–	Via Appia Bm 65,561	04013 Latina Scalo
22	BSP Pharmaceuticals	Proposal for Tech Transfer and PPQ Manufacturing of RTX Liquid vials on ST13	–	Via Appia Bm 65,561	04013 Latina Scalo
23	BSP Pharmaceuticals S.p.A.	First Amendment and Extension to the Letter Agreement for the Manufacturing and Supply Dated July 18, 2019	–	Via Appia Km 65,561	04013 Latina Scalo, Latina
24	BSP Pharmaceuticals S.P.A.	Manufacturing Agreement - Executed LOI	–	Via Appia km 65, 561	04013 Latina Scalo
25	Camino Santa Fe Business Park	Lease for 8395 Camino Santa Fe	–	PO Box 6236	Hicksville, NY 11802-6236
26	Camino Santa Fe II Property LLC	CSF II Property STI Lease Agmt 2022-05-20 8340 CSF Ste D	–	2121 Rosecrans Ave., Suite 4325	El Segundo, CA 90245
27	Camino Santa Fe II Property LLC	CSF II Property STI Lease Agmt 2022-05-20 8340 CSF Ste D	–	12230 El Camino Real	San Diego, CA 92130
28	Camino Santa Fe II Property LLC	CSF II Property STI Lease Agmt 2022-05-20 8340 CSF Ste D	–	300 Atlantic Street, Suite 1110	Sanford, CT 06901
29	Celularity Inc.	First Amendment to Letter Agreement for Supply of Licensed Materials	–	170 Park Avenue	Florham Park, NJ 07932
30	Celularity Inc.	First Amendment to Letter Agreement for Supply of Licensed Materials	–	170 Park Avenue	Florham Park, NJ 07932
31	Celularity Inc.	Letter Agreement for Supply of Licensed Materials	–	170 Park Avenue	Florham Park, NJ 07932
32	Celularity Inc.	Supply Letter Agreement	–	170 Park Avenue	Florham Park, NJ 07932
33	Celularity Inc.	Amended and Restated Master Services Agreement	–	170 Park Avenue	Florham Park, NJ 07932
34	Celularity Inc.	First Amendment to Letter Agreement for Supply of Licensed Materials	–	170 Park Avenue	Florham Park, NJ 07932
35	Celularity Inc.	Letter Agreement for Supply of Licensed Materials	–	170 Park Avenue	Florham Park, NJ 07932
36	Celularity, Inc.	License Agreement - Amendment No. 1	–	170 Park Avenue	Florham Park, NJ 07932
37	Celularity, Inc.	License and Transfer Agreement	–	33 Technology Drive	Warren, NJ 07059
38	China Oncology Focus Limited	Exclusive License and Development agreement	–	c/o Offshore Incorporations Centre, PO Box 957	Road Town Tortola

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Schedule of Assumed Executory Contracts and Unexpired Leases

Item #	Contract Counterparty	Description of Contract or Lease	Cure Amount ($)[1]	Address 1	City, State Zip
39	China Oncology Focus Limited	Exclusive License and Development agreement	–	No. 2 Science Park West Avenue	Hong Kong Science Park, Shatin
40	Computer Packages Inc.	System Agreement	$185,364	11N. Washington Street, Suite 300	Rockville, MD 20850
41	Computer Packages Inc.	Annuity Payment Service Agreement	–	11N. Washington Street, Suite 300	Rockville, MD 20850
42	Conkwest Inc.	Non-Exclusive Testing License Agreement	–	2533 South Coast Highway 101, Suite 210	Cardiff-by-the-Sea, CA 92007-2133
43	Conkwest Incorporated	Joint Development and License Agreement	–	2533 South Coast Highway 101, Suite 210	Cardiff-by-The-Sea, CA 92007-2133
44	Conkwest Incorporated	Joint Development and License Agreement	–	2533 South Coast Highway 101, Suite 210	Cardiff-By-The-Sea, Ca 92007-2133
45	Conkwest Incorporated	Non-Exclusive Testing License Agreement	–	2533 South Coast Highway 101, Suite 210	Cardiff-by-the-Sea, CA 92007-2133
46	Copysmart LLC	Equipment Rental/ Lease Agreement	–	2500 Meadowbrook parkway, Suite A	GA 30096
47	Elsie Biotechnologies, Inc.	Amendment No. 1 to Material Transfer Agreement	–	10355 Science Center Dr, Ste 110	San Diego, CA 92121
48	Elsie Biotechnologies, Inc.	Material Transfer Agreement	–	10355 Science Center Dr, Ste 110	San Diego, CA 92121
49	Fred Hutchinson Cancer Research Center	Non-Exclusive Materials License Agreement	$20,000	1100 Fairview Ave., N., Mail Stop J2-110	Seattle, WA 98109
50	H.C. Wainwright & Co., LLC	Amended and Restated Sales Agreement	–	430 Park Avenue, 4th Floor	New York, NY 10022
51	Hangzhou Tigermed Consulting Co., Ltd	Master Services Agreement	$65,172	Room 2001-2010, Fl 20, Building 8, No. 19 Jugong Road, Xixing Street	Binjiang District, Hangzhou 310053
52	Hangzhou Tigermed Consulting Co., Ltd.	Change Order #1 to Work Order #1	–	Room 2001-2010, Fl 20, Building 8, No. 19 Jugong Road, Xixing Street	Binjiang District, Hangzhou 310053
53	Hangzhou Tigermed Consulting Co., Ltd.	Work Order #1	–	Room 2001-2010, Fl 20, Building 8, No. 19 Jugong Road, Xixing Street	Binjiang District, Hangzhou 310053
54	HCP University Center West LLC	Amendment to Lease for 9380 Judicial	–	3760 Kilroy Airport Way, Suite 300	Long Beach, CA 90806-2473
55	HCP University Center West LLC	Second Amendment to Office Lease for 9380 Judicial	–	3760 Kilroy Airport Way, Suite 300	Long Beach, CA 90806-2473
56	HCP University Center West LLC	Third Amendment to Office Lease for 9380 Judicial	–	3760 Kilroy Airport Way, Suite 300	Long Beach, CA 90806-2473
57	HCP University Center West LLC	University Center West Lease for 9380 Judicial	–	3760 Kilroy Airport Way, Suite 300	Long Beach, CA 90806-2473
58	iDeals Solutions Group	Amendment Agreement #US 4729 / US AM 1914 to iDeals Virtual Data Room Delivery Order # US 4729 dated Jan 29, 2021	$2,556	14 Wall Street, 20th Floor	New York, NY 10005
59	ImmuneOncia Therapeutics, Inc	Master Services Agreement	–	25, Tapsil-ro 35 beon-gil (Gongse-dong)	Giheung-gu, Yongin-si, Gyeonggi-do
60	ImmuneOncia Therapeutics, Inc aka JVC	Services Agreement - Work Order	–	25, Tapsil-ro 35 beon-gil (Gongse-dong)	Giheung-gu, Yongin-si, Gyeonggi-do
61	ImmuneOncia Therapeutics, Inc aka JVC	Services Agreement - Work Order	–	25, Tapsil-ro 35 beon-gil (Gongse-dong)	Giheung-gu, Yongin-si, Gyeonggi-do
62	Immuneoncia Therapeutics, Inc.	Manufacturing Agreement - Work Order	–	25, Tapsil-ro 35 beon-gil (Gongse-dong)	Giheung-gu, Yongin-si, Gyeonggi-do
63	ImmuneOncia Therapeutics, Inc.	Work Order Manufacture of DS and DP Release Text	–	25, Tapsil-ro 35 beon-gil (Gongse-dong)	Giheung-gu, Yongin-si, Gyeonggi-do
64	Indena S.p.A.	Manufacturing Agreement	$1,066,695	Viale Ortles 12	20139 Milano
65	Indena S.p.A.	Master Service Agreement	–	Viale Ortles 12	20139 Milan
66	Indena S.p.A.	Proposal to Master Service Agreement	–	Viale Ortles 12	20139 Milano
67	Indena S.p.A.	Proposal to Master Service Agreement	–	Viale Ortles 12	20139 Milano
68	Indena S.p.A.	Term Extension (Letter)	–	Viale Ortles 12	20139 Milan
69	Iron Mountain	Customer Agreement	$686	1 Federal Street	Boston, MA 02110
70	Kimberly-Clark Corporation	Asset Purchase Agreement	–	351 Phelps Drive	Irving, TX 75038
71	Kimberly-Clark Corporation	Asset Purchase Agreement	–	701 Pennsylvania Avenue NW, Suite 900	Washington, DC 20004
72	Kimberly-Clark Corporation	License Agreement	–	351 Phelps Drive	Irving, TX 75038
73	Kimberly-Clark Corporation	License Agreement	–	701 Pennsylvania Avenue NW, Suite 900	Washington, DC 20004
74	Kimberly-Clark Corporation	Northridge STI Lease 2013 Office Lease	–	351 Phelps Drive	Irving, TX 75038

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Schedule of Assumed Executory Contracts and Unexpired Leases

Item #	Contract Counterparty	Description of Contract or Lease	Cure Amount ($)[1]	Address 1	City, State Zip
75	Kimberly-Clark Global Sales, LLC	Northridge STI Lease 2013 Office Lease	–	9601 Dunwoody Place, Suite 580	Atlanta, GA 30350
76	Kimberly-Clark Global Sales, LLC	Northridge STI Lease 2013 Office Lease	–	c/o Kimberly-Clark Corporation, 1400 olcomb Bridge Road Building 300	Roswell, GA 30076-2199
77	Konica Minolta Business Solutions, U.S.A., Inc.	Order Agreement (Equipment Lease)	$1,162	100 Willams Drive	Ramsey, NJ 07446
78	Konica Minolta Premier Finance	Order Agreement (Equipment Lease)	–	1961 Hirst Dr	Moberly, MO 65270
79	Lonza Biologics Plc	Multi-Product License Agreement	–	228 Bath Road, Slough	Berkshire SLI 4DX
80	Lonza Sales AG	Amendment No. 1 to Research Evaluation Agreement	–	Muenchensteinerstrasse 38QH-4402, BaselSwitzerland	
81	Lonza Sales AG	Amendment No. 2 to Multi-Product License Agreement	–	Muenchensteinerstrasse 38	CH-4002, Basel
82	Lonza Sales AG	Amendment No. 2 to Research Evaluation Agreement	–	Muenchensteinerstrasse 38QH-4402, BaselSwitzerland	
83	Lonza Sales AG	Amendment No. 3 to Multi-Product License Agreement	–	Muenchensteinerstrasse 38	CH-4002, Basel
84	Lonza Sales AG	Amendment No. 3 to Multi-Product License Agreement	–	Muenchensteinerstrasse 28	CH-4002, Basel
85	Lonza Sales AG	Amendment No. 4 to Multi-Product License Agreement	–	Muenchensteinerstrasse 38	CH-4002, Basel
86	Lonza Sales AG	Amendment to Multi-Product License Agreement	–	Muenchensteinerstrasse 38	CH-4002, Basel
87	Lonza Sales AG	Multi-Product License Agreement	–	Muenchensteinerstrasse 38	QH-4402, Basel
88	Lonza Sales AG	Research Evaluation Agreement	–	228 Bath Road, Slough	Berkshire, SL1 4DX, England
89	Lonza Walkersville, Inc.	Software License and Support Services Agreement	–	8830 Biggs Ford Road	Walkersville, MD 21793
90	Mabpharm (HK) Limited	Exclusive License Agreement	–	Flat/rm 603, 6/F Commercial Plaza, 788 Cheung Sha Wan Road	KL, Hong Kong
91	Mabtech Limited	Amendment No. 1 to Exclusive License Agreement	–	P.O. Box 2075, George Town	Grand Cayman, KY1-1105
92	Mabtech Limited	Exclusive License Agreement	–	PO Box 2075, George Town	Grand Cayman, KY1-1105
93	Mayo Foundation for Medical Education and Research	Amendment No. 1 to Patent and Know-How License Agreement	$2,246,975	Rochester, MA 55905-0001	
94	Mayo Foundation for Medical Education and Research	Mayo Foundation for Medical Education and Research Know-How and Patent License Agreement	–	200 First Street SW	Rochester, MN 55905-0001
95	Mayo Foundation forMedical Education and Research	Addendum Mayo Foundation for Medical Education and Research Patent and Know -How License Agreement	–	200 First Street SW	Rochester, MN 55905
96	Memorial Sloan Kettering Cancer Center	Non-Exclusive License Agreement	$381,909	1275 York Avenue, Box 521	New York, NY 10065
97	National Institute of Health Chief, Monitoring & Enforcement Branch, DTDT	First Amendment to L-032-2011/0	–	6011 Executive Branch, Suite 325	Rockville, MD 20852-3804
98	Ningbo Ziyuan Medica Devices, Inc.	Exclusive License Agreement	–	439 Xinghai Road, Ninghai Ningbo	Zhejiang Province
99	PCI	Clinical Trial Supply Proposal	–	977 Century Drive	Burlington, ON L7L 5J8
100	PCI Clinical Services	Clinical Trial Supply Proposal	–	3001 Red Lion Road	Philadelphia, PA 19114
101	PCI Pharma Services	Amendment No. 1 to Master Services Agreement	–	3001 Red Lion Road	Philadelphia, PA 19114
102	PCI Pharma Services Canada, Inc.	Clinical Trial Supply Proposal	$7,178	977 Century Drive	Burlington, ON L7L 5J8
103	PCI Pharma Services Canada, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-04-R0 (034730 V2 CO4 V1)	–	977 Century Drive	Burlington, ON L7L 5J8
104	PCI Pharma Services Canada, Inc.	Packaging Service Agreement Change of Scope: BCS-5795-R1-COS-05-R0 (034730 V2 CO5 V1)	–	977 Century Drive	Burlington, ON L7L 5J8
105	PCI Pharma Services Canada, Inc.	Packaging Service Agreement Change Order	–	977 Century Drive	Burlington, ON L7L 5J8
106	PCI Pharma Services Canada, Inc.	Services Agreement - Change Order	–	977 Century Drive	Burlington, ON L7L 5J8
107	PCI Pharma Services Canada, Inc.	Services Agreement - Change Order	–	977 Century Drive	Burlington, ON L7L 5J8
108	PCI Pharma Services Canada, Inc.	Services Agreement - Change Order	–	977 Century Drive	Burlington, ON L7L 5J8
109	PCI Pharma Services Canada, Inc. FKA Bellwyck Pharma Services, Inc.	Amendment No. 1 to Master Services Agreement	–	1 Rimini Mews	Mississauga, ON L5N 4K1
110	PCI Services	Clinical Trial Supply Proposal	–	1 Rimini Mews	Mississauga, ON L5N 4K1
111	PCI Services	Clinical Trial Supply Proposal	–	1 Rimini Mews	Mississauga, ON L5N 4K1
112	Personalized Stem Cells, Inc.	License Agreement	–	12860 Danielson Court, Suite B	Poway, CA 92064
113	Personalized Stem Cells, Inc.	License Agreement	–	4365 Executive Dr., Suite 1100	San Diego, CA 92121
114	Precision for Medicine	Change Order #01 to SOW #01: Precision for Medicine, LLC, and Sorrento Therapeutics, Inc.	$1,496,096	8425 Precision Way	Frederick, MD 21701
115	Precision for Medicine	Clinical Trials Agreement	–	240 Main Street, Suite 400	Gladstone, NJ 07934
116	Precision for Medicine	Clinical Trials Agreement	–	240 Main Street, Suite 400	Gladstone, NJ 07934

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Schedule of Assumed Executory Contracts and Unexpired Leases

Item #	Contract Counterparty	Description of Contract or Lease	Cure Amount ($)[1]	Address 1	City, State Zip
117	Precision for Medicine	Precision for Medicine Presents our Proposal for Kitting, Testing and Storage for AMG-COV-202	–	8425 Precision Way	Frederick, MD 21701
118	Precision for Medicine, Inc.	Clinical Trials Agreement - Change Order #01 to SOW#4	–	8425 Precision Way	Frederick, MD 21701
119	Precision for Medicine, Inc.	Clinical Trials Agreement - Change Order #1 to SOW#5	–	8425 Precision Way	Frederick, MD 21701
120	Precision for Medicine, Inc.	Clinical Trials Agreement - Change Order #2 to SOW #5	–	8425 Precision Way	Frederick, MD 21701
121	Precision for Medicine, Inc.	Clinical Trials Agreement - Change Order #2 to SOW#4	–	8425 Precision Way	Frederick, MD 21701
122	Precision for Medicine, Inc.	Clinical Trials Agreement - Change Order #3 to SOW #5	–	8425 Precision Way	Frederick, MD 21701
123	Precision for Medicine, Inc.	Clinical Trials Agreement - Statement of Work #08	–	8425 Precision Way	Frederick, MD 21701
124	Precision for Medicine, Inc.	Clinical Trials Agreement - Statement of Work #09	–	8425 Precision Way	Frederick, MD 21701
125	Precision for Medicine, Inc.	Clinical Trials Agreement - Statement of Work #4	–	8425 Precision Way, Suite M	Frederick, MD 21701
126	Precision for Medicine, Inc.	Clinical Trials Agreement - Statement of Work #5	–	8425 Precision Way, Suite M	Frederick, MD 21701
127	Precision for Medicine, Inc.	Master Services Agreement	–	2 Bethesda Metro Center, Suite 850	Bethesda, MD 20814
128	Precision for Medicine, Inc.	Master Services Agreement	–	8425 Precision Way	Frederick, MD 21701
129	Precision for Medicine, LLC	Clinical Trials Agreement - Amendment #1 to Statement of Work #02	–	240 Main Street, Suite 400	Gladstone, NJ 07934
130	Precision for Medicine, LLC	Clinical Trials Agreement - Change Order #02 to SOW #01	–	240 Main Street, Suite 400	Gladstone, NJ 07934
131	Precision for Medicine, LLC	Clinical Trials Agreement - Change Order #03 to SOW #01	–	240 Main Street, Suite 400	Gladstone, NJ 07934
132	Precision for Medicine, LLC	Clinical Trials Agreement - Change Order #1 to SOW#6	–	240 Main Street, Suite 400	Gladstone, NJ 07934
133	Precision for Medicine, LLC	Clinical Trials Agreement - Change Order #2	–	240 Main Street, Suite 400	Gladstone, NJ 07934
134	Precision for Medicine, LLC	Clinical Trials Agreement - Statement of Work #01	–	200 Route 31 North, Suite 102	Flemington, NJ 08822
135	Precision for Medicine, LLC	Clinical Trials Agreement - Statement of Work #02	–	200 Route 31 North, Suite 102	Flemington, NJ 08822
136	Precision for Medicine, LLC	Clinical Trials Agreement - Statement of Work #03	–	240 Main Street, Suite 400	Gladstone, NJ 08822
137	Precision for Medicine, LLC	Clinical Trials Agreement - Statement of Work #06	–	240 Main Street, Suite 400	Gladstone, NJ 07934
138	Precision for Medicine, LLC	Clinical Trials Agreement - Statement of Work #07	–	240 Main Street, Suite 400	Gladstone, NJ 07934
139	Precision for Medicine, LLC	Letter of Intent Agreement	–	200 Route 31 North, Suite 102	Flemington, NJ 08822
140	Richard Paul Junghans, Ph.D, M.D.	Material Transfer and License Agreement	–	Address on File	
141	RREEF	Lease for 8395 Camino Santa Fe	–	535 Anton Boulevard, Suite 200	Costa Mesa, CA 92626
142	RREEF America REIT II Corp. JJ	First Amendment to Lease for 8395 Camino Santa Fe	–	222 South Riverside Plaza, 34th Floor	Chicago, IL 60606
143	RREEF America REIT II Corp.JJ	Second Amendment to Lease for 8395 Camino Santa Fe	–	222 South Riverside Plaza, 34th Floor	Chicago, IL 60606
144	SecureDocs, Inc.	Order Form	–	7127 Hollister Avenue, Suite 25A-320	Goleta, CA 93117
145	Stockbridge Northridge Business Park, LLC	Northridge STI Lease 2013 First Amendment to Office Lease	–	4 Embarcadero Center, Suite 3300	San Francisco, CA 94111
146	TDC Northridge, LLC	Northridge STI Lease 2013 Second Amendment to Lease Agreement	$1,243	5310 S Alston Ave, Ste 210	Durham, NC 27713
147	The Board of Trustees of Leland Stanford Junior University	Non-Exclusive Agreement	–	3000 El Camino Real, Building 5, Suite 300	Palo Alto, CA 94306-1106
148	The Board of Trustees of Leland Stanford Junior University	Non-Exclusive License Agreement	–	3000 El Camino Real, Building 5, Suite 300	Palo Alto, CA 94306-1106
149	The Scripps Research Institute	First Amendment to License Agreement	$165,305	10550 North Torrey Pines Road	La Jolla, CA 92037
150	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037
151	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
152	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037
153	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
154	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037

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Schedule of Assumed Executory Contracts and Unexpired Leases

Item #	Contract Counterparty	Description of Contract or Lease	Cure Amount ($)[1]	Address 1	City, State Zip
155	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
156	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037
157	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
158	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037
159	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
160	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-9	La Jolla, CA 92037
161	The Scripps Research Institute	License Agreement	–	10550 North Torrey Pines Road, TPC-8	La Jolla, CA 92037
162	UneMed Corporation	First Amendment to License Agreement	$25,092	986099 Nebraska Medical Center	Omaha, NE 68198-6099
163	UNeMed Corporation	First Amendment to Sponsored Research Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198
164	UNeMed Corporation	License Agreement	–	986099 Nebraska Medical Center	Omaha, NE 681098-6099
165	UNeMed Corporation	License Agreement	–	986099 Nebraska Medical Center	Omaha, NE 681098-6099
166	UneMed Corporation	Second Amendment to License Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198-6099
167	UNeMed Corporation	Second Amendment to Sponsored Research Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198
168	UneMed Corporation	Sponsored Research Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198
169	UneMed Corporation	Third Amendment to License Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198-6099
170	UNeMed Corporation	Third Amendment to Sponsored Research Agreement	–	986099 Nebraska Medical Center	Omaha, NE 68198
171	University of Sheffield Research Services	License Agreement	–	231 Glossop Road	Sheffield, S10 2GW
172	VetSteam Biopharma, Inc.	Services Agreement - Statement of Work No.5	–	12860 Danielson Court, Suite B	Poway, CA 92064
173	VetStem Biopharma, Inc.	Master Services Agreement	–	12860 Danielson Court, Suite B	Poway, CA 92064
174	Virttu Biologics Limited	License Agreement	–	BioCity Scotland - BoNess Road	Chapelhall, Motherwell ML1 5SH
175	Yuhan Corporation	Joint Venture Agreement	–		
Notes:					
(1) For vendors with multiple contracts, estimated cure costs are included with the first instance of the vendor in the listing					

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EXHIBIT 3

Second Modified Chapter 11 Plan (clean)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

SECOND MODIFIED JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

JACKSON WALKER LLP
Matthew D. Cavenaugh
Kristhy M. Peguero
Genevieve M. Graham
1401 McKinney Street, Suite 1900
Houston, TX 77010
Telephone: (713) 752-4200

LATHAM & WATKINS LLP
Caroline A. Reckler
Ebba Gebisa
Jonathan C. Gordon
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700

– and –

Jeffrey E. Bjork
Kimberly A. Posin
Isaac J. Ashworth
335 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234

Dated: March 4, 2024

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 9380 Judicial Drive, San Diego, CA 92121.

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INTRODUCTION

Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc., as debtors in the above-captioned Chapter 11 Cases, propose this joint plan of liquidation under chapter 11 of the Bankruptcy Code.

Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Equity Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of (among other things) the Debtors' history and businesses, as well as a summary of the Plan and certain related matters, including distributions to be made under the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

2. "*Accrued Professional Compensation*" means, at any given date, all accrued and/or contingent fees and reimbursable expenses (including, without limitation, success fees in accordance with the applicable engagement letter with the Debtors) for legal, financial advisory, accounting and other professional services rendered on or before the Effective Date by any Professional in the Chapter 11 Cases that are awardable and allowable under section 328, 330(a) or 331 of the Bankruptcy Code, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

3. "*Administrative Claim*" means a Claim (other than a Fee Claim) for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses pursuant to section 328, 330(a) or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of the Judicial Code; (d) compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (e) the DIP Facility Claims; and (f) the Cure Claims.

4. "*Administrative Claims Bar Date*" means (a) for Administrative Claims arising between the Petition Date and the Confirmation Date, the date that is the 30th day after the Confirmation Date, (b) for Administrative Claims arising between the Confirmation Date and the Effective Date, the date that is the 30th day after the Effective Date, or (c) such other date as is ordered by the Bankruptcy Court.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means, with respect to any Claim or Equity Interest (or any portion thereof): (a) any Claim or Equity Interest (i) as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court (including but not limited to the Claims Objection Deadline) and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, either before or after the Effective Date; (b) any Claim or Equity Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or different amount; (c) any Claim or Equity Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors prior to the Effective Date or the Liquidation Trustee after the Effective Date, as applicable; (d) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court; or (e) any Claim or Equity Interest expressly deemed Allowed by this Plan. "Allow," "Allows," and "Allowing" shall have correlative meanings.

7. "*Avoidance Actions*" means any and all Causes of Action which any of the Debtors, the Estates, or other appropriate party in interest has asserted or may assert under section 502, 510, 542, 544, 545, or 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. "*Ballots*" means the ballots accompanying the Disclosure Statement upon which Holders of Claims in the Voting Class shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which Ballots must be actually received by the Solicitation Agent on or before the Voting Deadline as set forth in the Ballot.

9. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court, as each may be amended from time to time.

12. "*Bar Date*" means the applicable date established by the Bankruptcy Court by which respective Proofs of Claims and Interests must be filed.

13. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

14. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

15. "*Causes of Action*" means any action, cause of action (including Avoidance Action), claim, interest, liability, obligation, right, suit, debt, dues, sum of money, damages, reckoning, right to payment and claims, controversy, guaranty, account, covenant, promise, judgment, remedy, demand, setoff, power, privilege, license, defense, recoupment, cross claim, counterclaim, third-party claim, reimbursement claim, indemnity claim, contribution claim or any other claim, whether known or unknown, contingent or non-contingent, matured or unmatured, disputed or undisputed, suspected or unsuspected, liquidated or unliquidated, secured or unsecured, foreseen or unforeseen, direct, derivative, or indirect, choate or inchoate, existing or hereafter arising, in contract or in tort, in law, in equity or pursuant to any other theory of law, whether arising before, on or after the Petition Date and also includes, without limitation: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action or state law fraudulent transfer claim.

16. "*Certificate*" means any instrument evidencing a Claim or Equity Interest.

17. "*Change of Control Provision*" means any provision in any agreement, contract, or other document of the Debtors, including any Executory Contract or Unexpired Lease (including, without limitation, any direct or indirect "change in control", "change of control" or "anti-assignment" provision, or provision with words of similar import) that, directly or indirectly, (a) prohibits, restricts or conditions (or purports to prohibit, restrict or condition) (i) any Debtor's (before the Effective Date) or the Liquidation Trustee's (after the Effective Date) assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (ii) the Confirmation or Consummation of this Plan or (b) modifies (or permits the termination or modification of) such Executory Contract or Unexpired Lease or the Debtors' rights or obligations thereunder, including through an increase, acceleration or other alteration of any obligations or liabilities or the creation or imposition of any Lien, as a result of, or is breached by (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's (before the Effective Date) or the Liquidation Trustee's (after the Effective Date) assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, including any conversion of the form of entity of any of the Debtors (before the Effective Date), any change of control or ownership interest composition of the Debtors (before the Effective Date), or any other transactions described in Article V hereof.

18. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

20. "*Claims Bar Date Order*" means that *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* [Docket No. 856].

21. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a)(i) with respect to Administrative Claims, 150 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims, 180 days after the Effective Date, and (b) such other deadline as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

22. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

23. "*Combined Hearing*" means the hearing held by the Bankruptcy Court pursuant to (i) section 1128 of the Bankruptcy Code to consider Confirmation of this Plan and (ii) section 1125 of the Bankruptcy Code to consider approval of the Disclosure Statement on a final basis, as such hearing may be adjourned or continued from time to time.

24. "*Combined Hearing Notice*" means a notice to parties in interest of the date and time of the Combined Hearing, the Combined Objection Deadline, and the Voting Deadline.

25. "*Combined Objection Deadline*" means the deadline by which all objections to final approval of the Disclosure Statement and Confirmation of the Plan.

26. "*Committee*" means any statutory committee (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time, including the Equity Security Holders' Committee and the Unsecured Creditors' Committee.

27. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

28. "*Confirmation Date*" means November 30, 2023.

29. "*Confirmation Order*" means the order entered by the Bankruptcy Court on November 30, 2023 at Docket Number 1616 confirming the *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* (dated November 16, 2023), as supplemented by any order of the Bankruptcy Court approving the modifications to such plan, as set forth in this Plan.

30. "*Consummation*" means the occurrence of the Effective Date.

31. "*Covered Claim*" means any Claim or Cause of Action related to any act or omission on or after the Petition Date and prior to the Effective Date in connection with, relating to or arising out of the Debtors' in- or out-of-court restructuring efforts, the Debtors' Chapter 11 Cases, the DIP Facilities, the Mediation, the Scilex Stock Sale and any other section 363 sales by the Debtors, the formulation, preparation, dissemination, negotiation, solicitation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the offering, issuance, sale, and/or distribution of property under this Plan or any other agreement (including any securities, to the extent applicable); provided, however, that Covered Claims shall not include: (i) any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, criminal conduct or fraud, and/or (ii) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court.

32. "*Cure Claim*" means the Claim of any counterparty to any Executory Contract or Unexpired Lease, based upon a monetary default, if any, by any Debtor on such Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

33. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers and officers of the Debtors, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring prior to the Effective Date) for directors', managers' and officers' liability maintained by the Debtors on or before the Effective Date.

34. "*Debtor*" means each of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc.

35. "*DIP Facilities*" means the Replacement DIP Facility, the Senior DIP Facility, the Junior DIP Facility, and the NewCo DIP Facility.

36. "*DIP Facility Claims*" means the Replacement DIP Facility Claims, the Senior DIP Facility Claims, the Junior DIP Facility Claims, and the NewCo DIP Facility.

37. "*DIP Facility Credit Agreements*" means the Replacement DIP Facility Credit Agreement, the Senior DIP Facility Credit Agreement, the Junior DIP Facility Credit Agreement, and the NewCo DIP Note.

38. "*DIP Facility Lenders*" means the Replacement DIP Facility Lender, the Senior DIP Facility Lender, the Junior DIP Facility Lender, and the NewCo DIP Facility Lender.

39. "*DIP Facility Loan Documents*" means the Replacement DIP Facility Loan Documents, the Senior DIP Facility Loan Documents, the Junior DIP Facility Loan Documents, and the NewCo DIP Facility Loan Documents.

40. "*DIP Orders*" means the Replacement DIP Order, the Senior DIP Orders, the Junior DIP Orders, and the NewCo DIP Orders.

41. "*Disbursing Agent*" means, as applicable, the Liquidation Trustee, or the Entity or Entities chosen by the Liquidation Trustee in its sole discretion to make or facilitate distributions pursuant to this Plan.

42. "*Disclosure Statement*" means the disclosure statement filed on October 19, 2023 at Docket Number 1443.

43. "*Disputed*" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed, but that has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order.

44. "*Distribution Record Date*" means the date for determining which Holders of Claims and Equity Interests are eligible to receive initial distributions under the Plan, which date shall be the Confirmation Date.

45. "*Effective Date*" means the date that is the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

46. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

47. "*Equity Interest*" means: (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants, or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Entity to purchase or demand the issuance of any of the foregoing in any of the Debtors, and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

48. "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

49. "*Equity Security Holders' Committee*" means the statutory committee of Equity Security Holders appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on April 10, 2023 (as subsequently reconstituted from time to time, including on April 14, 2023) [Docket No. 448].

50. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

51. "*Exculpated Party*" means each of: (a) the Debtors, (b) the Committees, and (c) the Committees' members, in their capacity as such.

52. "*Exculpation*" means the exculpation provision set forth in Article X.B hereof.

53. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

54. "*Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred during the Chapter 11 Cases, through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 502(b)(4), or 503(b)(5) of the Bankruptcy Code.

55. "*File,*" "*Filed*" or "*Filing*" means file, filed or filing in the Chapter 11 Cases with the Bankruptcy Court or other court of competent jurisdiction.

56. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari

or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no stay pending appeal or modification of such order or has otherwise been dismissed with prejudice, provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

57. "*General Administrative Claim*" means any Administrative Claim, other than (i) DIP Facility Claims, (ii) Cure Claims, (iii) Fee Claims, or (iv) a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

58. "*General Unsecured Claim*" means any Claim against any of the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Fee Claim, an Other Secured Claim, an Intercompany Claim, a DIP Facility Claim, or a 510(b) Equity Claim.

59. "*Governmental Unit*" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

60. "*Holder*" means any Person or Entity holding a Claim or an Equity Interest.

61. "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

62. "*Impaired Class*" means a Class that is Impaired.

63. "*Intercompany Claim*" means any Claim held by a Debtor against another Debtor.

64. "*Junior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $20,000,000 provided by the Junior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Junior DIP Facility Credit Agreement.

65. "*Junior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Junior DIP Facility Credit Agreement or any other Junior DIP Facility Loan Documents.

66. "*Junior DIP Facility Credit Agreement*" means that certain Junior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of July 28, 2023, entered into by and among the Debtors, as Borrowers, and the Junior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

67. "*Junior DIP Facility Lender*" means Scilex Holding Company and, if applicable, any successor entity.

68. "*Junior DIP Facility Loan Documents*" means the Junior DIP Facility Credit Agreement, the Junior DIP Orders and all other related agreements and documents executed in connection with the Junior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

69. "*Junior DIP Orders*" means the Junior Interim DIP Order and the Junior Final DIP Order, as applicable.

70. "*Junior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on a final basis [Docket No. 1112].

71. "*Junior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on an interim basis [Docket No. 997].

72. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

73. "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

74. "*Liquidation Trust*" means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the Liquidation Trust Agreement.

75. "*Liquidation Trust Agreement*" means the document creating and governing the Liquidation Trust (including any ancillary documents expressly referenced and incorporated therein), which shall, to the extent applicable, be included in the Plan Supplement and which may be modified to account for the modifications made to this Plan following the filing of such Plan Supplement.

76. "*Liquidation Trust Assets*" means any and all assets of the Liquidation Trust.

77. "*Liquidation Trust Causes of Action*" means all Causes of Action held by the Estates, each of which shall be transferred from the Debtors to the Liquidation Trust, with further details to be set forth in the Plan Supplement (to the extent applicable).

78. "*Liquidation Trust Recovery*" means the distribution available to Holders of Allowed Claims from the Liquidation Trust Assets, all as set forth in and pursuant to the Liquidation Trust Agreement and the terms herein; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento.

79. "*Liquidation Trustee*" means the trustee of the Liquidation Trust.

80. "*Mediation*" means the mediation conducted in these Chapter 11 Cases by the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas regarding the Chapter 11 Cases generally, including but not limited to various litigation matters between the Debtors and the Nant Parties.

81. "*Mediation Settlement*" means the settlement set forth in the Mediation Settlement Order.

82. "*Mediation Settlement Order*" means the *Order Approving and Implementing Mediation Settlement and Granting Related Relief* [Docket No. 1205], including any exhibits, schedules and supplements thereto.

83. "*Nant Parties*" means Immunotherapy NANTibody, LLC, NantCell, Inc., NantPharma, LLC, and their Related Parties (as defined in the Mediation Settlement Order).

84. "*NewCo*" means Vivasor, Inc.

85. "*NewCo DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $5,000,000 provided by the NewCo DIP Facility Lender on the terms of, and subject to the conditions set forth in, the NewCo DIP Note.

86. "*NewCo DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the NewCo DIP Note or any other NewCo DIP Facility Loan Documents.

87. "*NewCo DIP Note*" means that certain Debtor-In-Possession Term Loan Promissory Note, dated as of March 1, 2024, entered into by and among the Debtors and the NewCo DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

88. "*NewCo DIP Facility Lender*" means MJH Consulting LLC and, if applicable, any successor entity.

89. "*NewCo DIP Facility Loan Documents*" means the NewCo DIP Note, the NewCo DIP Orders and all other related agreements and documents executed in connection with the NewCo DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

90. "*NewCo DIP Orders*" means the NewCo Interim DIP Order and the NewCo Final DIP Order, as applicable.

91. "*NewCo Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on a final basis, entered on or around March 8, 2024.

92. "*NewCo Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on an interim basis [Docket No. 1953].

93. "*NewCo Sale*" means the sale of substantially all of the Debtors' assets, pursuant to the NewCo Sale APA.

94. "*NewCo Sale APA*" means the Asset Purchase Agreement by and among Sorrento, Vivasor, Inc., and solely for purposes of Section 6.6 therein, Henry Ji, dated March 8, 2024, which provides for the NewCo Sale.

95. "*Non-Voting Classes*" means, collectively, all Classes other than Class 3.

96. "*Omnibus Objections*" means objections to more than one claim, including objections on the grounds set forth in Bankruptcy Rule 3007(d) or any other grounds, which omnibus objections shall be permitted and approved upon entry of the Confirmation Order.

97. "*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim, (b) a DIP Facility Claim, or (c) a Priority Tax Claim.

98. "*Other Secured Claim*" means any Secured Claim that is not a DIP Facility Claim or Priority Tax Claim.

99. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

100. "*Petition Date*" means February 13, 2023.

101. "*Plan*" means this *Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated March 4, 2024, and all exhibits, supplements (including the Plan Supplement), appendices, and schedules hereto (each of which is incorporated herein by reference and made part of the Plan as if set forth herein), in each case, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

102. "*Plan Administration Process*" means the process of objecting to or Allowing Claims on or after the Effective Date, all in accordance with the Liquidation Trust Agreement.

103. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be Filed on notice to parties-in-interest, including, but not limited to, the following (as applicable): (a) the Liquidation Trust Agreement; (b) the Schedules of assumed or rejected Executory Contracts and Unexpired Leases; (c) the Schedule of D&O Liability Insurance Policies; and (d) the Schedule of Liquidation Trust Causes of Action.

104. "*Plan Supplement Filing Date*" means the date that is the earlier of at least seven days prior to (i) the Voting Deadline and (ii) the Combined Objection Deadline.

105. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

106. "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in that Class.

107. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Final Order in accordance with section 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

108. *"Professional Fee Claims Reserve"* means a Cash reserve established and maintained by the Debtors to pay in full in Cash Accrued Professional Compensation to the extent Allowed.

109. "*Proof of Claim*" means a proof of Claim Filed against either Debtor in the Chapter 11 Cases.

110. "*Protected Party*" means each of: (a) the Debtors, (b) the Committees, (c) the Committees' members, in their capacity as such, (d) Mohsin Meghji, in his capacity as Chief Restructuring Officer of the Debtors, and (e) the Related Persons of each of the foregoing.

111. "*Reinstated*" means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(B)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

112. "*Related Persons*" means, with respect to a Person, each of such Person's financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, and employees (other than current and former directors, officers (other than the Debtors' Chief Restructuring Officer), managers, managing members, principals, partners, members, and observers), each in their capacity as such.

113. "*Remaining Case*" means the Chapter 11 Case of Sorrento Therapeutics, Inc.

114. "*Replacement DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $100,000,000 provided by the

Replacement DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Replacement DIP Facility Credit Agreement.

115. "*Replacement DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Replacement DIP Facility Credit Agreement or any other Replacement DIP Facility Loan Documents.

116. "*Replacement DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of August 9, 2023, entered into by and among the Debtors, as Borrowers, and the Replacement DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

117. "*Replacement DIP Facility Lender*" means Oramed Pharmaceuticals, Inc. and, if applicable, any successor entity.

118. "*Replacement DIP Facility Loan Documents*" means the Replacement DIP Facility Credit Agreement, the Replacement DIP Order, and all other related agreements and documents executed in connection with the Replacement DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

119. "*Replacement DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Replacement DIP Facility and the use of cash collateral on a final basis [Docket No. 1184].

120. "*Scilex Stock Sale*" means the sale approved by the Bankruptcy Court in the Scilex Stock Sale Order.

121. "*Scilex Stock Sale Order*" means the *Order (I) Approving Sale of Scilex Stock to Scilex Holding Company Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Conditionally Vacating the Oramed Sale Order, and (III) Granting Related Relief* [Docket No. 1316], entered by the Bankruptcy Court on September 19, 2023.

122. "*Scintilla*" means Scintilla Pharmaceuticals, Inc.

123. "*Scintilla Equity Interests*" means the Equity Interests in Scintilla immediately prior to the Effective Date.

124. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed as a Secured Claim.

125. "*Secured Claim*" means a Claim that is Secured.

126. "*Senior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $75,000,000 provided by the Senior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Senior DIP Facility Credit Agreement.

127. "*Senior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Senior DIP Facility Credit Agreement or any other Senior DIP Facility Loan Documents.

128. "*Senior DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of March 30, 2023, entered into by and among the Debtors, as Borrowers, and the Senior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

129. "*Senior DIP Facility Lender*" means JMB Capital Partners Lending, LLC and, if applicable, any successor entity.

130. "*Senior DIP Facility Loan Documents*" means the Senior DIP Facility Credit Agreement, the Senior DIP Orders, and all other related agreements and documents executed in connection with the Senior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

131. "*Senior DIP Orders*" means the Senior Interim DIP Order and the Senior Final DIP Order, as applicable.

132. "*Senior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on a final basis [Docket No. 324].

133. "*Senior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on an interim basis [Docket No. 113].

134. "*Solicitation Agent*" means Stretto Inc.

135. "*Sorrento*" means Sorrento Therapeutics, Inc.

136. "*Sorrento Equity Interests*" means the Equity Interests in Sorrento immediately prior to the Effective Date.

137. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

138. "*Unimpaired*" means, with respect to a Claim, Equity Interest, or Class of Claims or Interests, not "impaired" within the meaning of section 1124 of the Bankruptcy Code.

139. "*United States Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

140. "*Unsecured Creditors' Committee*" means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on February 28, 2023 (as subsequently reconstituted from time to time, including on March 28, 2023, June 7, 2023, and July 28, 2023 [Docket Nos. 313, 813, and 1123]).

141. "*Voting Class*" means Class 3.

142. "*Voting Deadline*" means the deadline by which Ballots for accepting or rejecting the Plan must be received by the Solicitation Agent, which is 4:00 p.m. (prevailing Central Time) on November 10, 2023.

143. "*Voting Record Date*" means October 18, 2023.

144. "*Wind-Down*" means the dissolution and liquidation of the Estates after the Effective Date.

B. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) whenever from the context it is appropriate, the words "and" or "or" shall mean "and/or"; (c) unless otherwise specified, any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be in such form and on such terms and conditions; (d) unless otherwise specified, any reference in this Plan to an existing document, schedule or exhibit, whether or not Filed, shall mean such document, schedule or exhibit, as it may have been or may be amended, modified or supplemented; (e) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (f) unless otherwise specified, all references in this Plan to Articles are references to Articles of this Plan or to this Plan; (g) the words "herein," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (j) unless otherwise set forth in this Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in this Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended

from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by the Liquidation Trustee in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

In computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply. If a payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act shall instead occur on the next succeeding Business Day but shall be deemed to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of this Plan, any agreements, documents, instruments or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors shall be governed by the laws of the state of incorporation of the applicable Debtor.

E. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.

ADMINISTRATIVE CLAIMS, DIP FACILITY CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) pursuant to the procedures specified in (a) the Confirmation Order and (b) the notice of entry of the Confirmation Order and the occurrence of the Effective Date, in each case of (a) and (b) as applicable, no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to Fee Claims or

Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or to the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors and the Liquidation Trustee (each as applicable) and their respective Estates (as applicable) and property. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.C hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the deadline therein for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Except with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor before the Effective Date and the Liquidation Trustee after the Effective Date agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Administrative Claim becomes Allowed, and (c) the date on which such Allowed Administrative Claim becomes due and payable in the ordinary course of business, at the option of the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date, one of the following treatments: (1) payment in full in Cash or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business prior to the Effective Date shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to, such Allowed Administrative Claims.

2. Fee Claims

Each Professional asserting a Fee Claim for services rendered on or before the Effective Date must File and serve on the Debtors (before the Effective Date), the Liquidation Trustee (after the Effective Date) and such other Entities who are designated in the Confirmation Order an application for final Allowance of such Fee Claim no later than 60 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) and the requesting Professional no later than 21 days after such final application for Allowance of such Fee Claim is Filed with the Bankruptcy Court. Each Holder of an Allowed Fee Claim shall be paid in full in Cash any Allowed Accrued Professional Compensation, including from funds held in the Professional Fee Claims Reserve, within five Business Days after entry of a Final Order of the Bankruptcy Court approving such amounts. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claims Reserve to satisfy in full Allowed Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Allowed Fee Claims due and payable by the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date), as the amounts in the Professional Fee Claims Reserve are solely estimates. To the extent

necessary, this Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

Except as otherwise specifically provided in this Plan, on and after the Effective Date, the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) (subject to the Liquidation Trust Agreement), as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, and other fees and expenses of the Professionals or other Entities related to implementation and Consummation of this Plan incurred by the Liquidation Trustee after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, the Liquidation Trustee (subject to the Liquidation Trust Agreement) may employ any Professional or other Entity in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

B. DIP Facility Claims

The Senior DIP Facility Claims were paid in full on August 9, 2023. In connection with and pursuant to the terms of the Scilex Stock Sale: (i) Scilex Holding Company assumed the Debtors' obligations under the Replacement DIP Facility; and (ii) Scilex Holding Company credit bid in full the Junior DIP Facility Claims. The NewCo DIP Facility Claims were credit bid and satisfied in full in connection with the NewCo Sale.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date agree to less favorable treatment for such Claim or such Claim has been paid by the Debtors prior to the Effective Date, on or as soon as reasonably practicable after the latest to occur of (a) the Effective Date, (b) the date on which such Priority Tax Claim becomes Allowed, (c) the date on which such Allowed Priority Tax Claim becomes due and payable in the ordinary course of business, and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date, in full and final satisfaction, settlement, and release of, and in exchange for, each Allowed Priority Tax Claim, at the Debtors' option before the Effective Date and the Liquidation Trustee's option after the Effective Date, each Holder of such Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date or otherwise determined by an order of the Bankruptcy Court. To the extent any Priority Tax Claim is not due and owing on the Effective Date, after such Claim becomes Allowed, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors before

the Effective Date and the Liquidation Trustee after the Effective Date and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) (or the Disbursing Agent on behalf of the Debtors or the Liquidation Trustee, as applicable) for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

Prior to the Effective Date, the Debtors shall timely File reports for each month (including any fraction thereof) when they become due, in a form reasonably acceptable to the U.S. Trustee. On and after the Effective Date, the Liquidation Trustee (or the Disbursing Agent on behalf of the Liquidation Trustee) shall timely File reports for each quarter (including any fraction thereof) in a form reasonably acceptable to the U.S. Trustee.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Introduction

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Equity Interests in the Debtors. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. The categories of Claims and Equity Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. Therefore, the classifications set forth in Article III.B herein apply separately with respect to each Plan proposed by each Debtor. If there are no Claims or Equity Interests in a particular Class for a particular Debtor, then such Class of Claims or Equity Interests shall not exist for all purposes of this Plan for that Debtor.

B. Summary of Classification

The classification of Claims and Equity Interests against the Debtors pursuant to this Plan is as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
5	Scintilla Equity Interests	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Sorrento Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Equity Interests

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 1A, Class 1B, and so on), so that each Holder of any Other Priority Claim against such Debtor is in a Class by itself, except to the extent that there are Other Priority Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Priority Claim and the Debtors agree to less favorable

treatment of such Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Other Priority Claim becomes Allowed, and (c) the date on which such Allowed Other Priority Claim becomes due and payable in the ordinary course of business, at the option of the Debtors, one of the following treatments: (1) be paid in full in Cash or (2) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 2A, Class 2B, and so on), so that each Holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Secured Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed Other Secured Claim, in the discretion of the Debtors, one of the following alternative treatments:

(i) payment of the Allowed Other Secured Claim in full in Cash on the latest to occur of (A) the Effective Date or as soon as reasonably practicable thereafter, (B) as soon as reasonably practicable after the date on which such Other Secured Claim becomes Allowed, and (C) as soon as reasonably practicable after the date on which such Allowed Other Secured Claim becomes due and payable in the ordinary course of business;

(ii) delivery to the Holder of the Allowed Other Secured Claim of the collateral securing such Allowed Other Secured Claim;

(iii) Reinstatement pursuant to section 1124(2) of the Bankruptcy Code, including retention of such Holder's Lien on the collateral securing such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – General Unsecured Claims

(a) *Classification*: Class 3 consists of all General Unsecured Claims.

Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment on account of such Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed General Unsecured Claim, on or as soon as practicable after the Effective Date or when such obligation becomes due in the ordinary course of business in accordance with applicable law or the terms of any agreement that governs such Allowed General Unsecured Claim, whichever is later, its Pro Rata share of the Liquidation Trust Recovery.

(b) *Voting*: Class 3 is Impaired. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Intercompany Claims

(a) *Classification*: Class 4 consists of all Intercompany Claims.

(b) *Treatment*: No property will be distributed to the Holders of Intercompany Claims. On the Effective Date, each Intercompany Claim shall either be, at the discretion of the Debtors, (i) Reinstated, or (ii) cancelled and extinguished, or otherwise adjusted, set off, or released with no recovery on account of such Claim.

(c) *Voting*: Class 4 is either: (i) Unimpaired and Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and not receiving any distribution under the Plan and Holders of Allowed Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of such Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

5. Class 5 – Scintilla Equity Interests

(a) *Classification*: Class 5 consists of the Scintilla Equity Interests.

(b) *Treatment*: No property will be distributed to the Holders of Scintilla Equity Interests. All Scintilla Equity Interests shall remain effective and outstanding on the Effective Date for administrative convenience and shall be owned and held by the same applicable Entity that held and/or owned such Scintilla Equity Interests immediately prior to the Effective Date.

(c) *Voting*: Class 5 is Unimpaired and the Holder of the Scintilla Equity Interests is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of the Scintilla Equity Interests in Class 5 is not entitled to vote to accept or reject this Plan.

6. Class 6 – Sorrento Equity Interests

(a) *Classification*: Class 6 consists of the Sorrento Equity Interests.

(b) *Treatment*: All Sorrento Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Entity that held and/or owned such Sorrento Equity Interests immediately prior to the Effective Date. After Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento.

(c) *Voting*: Class 6 is Impaired. Holders of Sorrento Equity Interests are deemed to reject this Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall limit or affect the Debtors' or Liquidation Trustee's rights and defenses in respect of any Claim or Equity Interest that is Unimpaired under this Plan, including, without limitation, all rights in respect of (1) legal and equitable defenses to, (2) setoff or recoupment against or (3) counter-claims with respect to any such Unimpaired Claims and Equity Interests.

ARTICLE IV.

ACCEPTANCE REQUIREMENTS

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy

Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

A. Acceptance or Rejection of this Plan

1. Voting Class

Class 3 is Impaired under this Plan and is entitled to vote to accept or reject this Plan.

2. Presumed Acceptance of this Plan

Classes 1, 2, and 5 are Unimpaired under this Plan and Holders of Claims or Equity Interests in such Classes are, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Class 6 is Impaired under this Plan and deemed to have rejected the Plan pursuant to Section 1126(g).

4. Presumed Acceptance or Deemed Rejection of this Plan

Class 4 Claims are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

B. Confirmation of This Plan Pursuant to Sections 1129(a)(10) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class not counting the votes of any insiders.

C. Subordination

The allowance, classification, and treatment of all Allowed Claims and Equity Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Liquidation Trustee (in connection with the Plan Administration Process and subject to the Liquidation Trust Agreement) reserves the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Combined Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Intercompany Claims

To the extent Reinstated under the Plan, any distributions on account of Intercompany Claims are not being received by Holders of such Intercompany Claims on account of their Intercompany Claims but for the purposes of administrative convenience.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

On the Effective Date, the Debtors shall make Distributions in accordance with the Plan to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims that are due and payable as of the Effective Date using Cash on hand. Upon completion of such Distributions, on the Effective Date, the Debtors shall transfer to the Liquidation Trust any remaining Cash (if any), the Liquidation Trust Causes of Action, and all other Liquidation Trust Assets (if any). After the Effective Date, the Liquidation Trustee shall make Distributions from the Liquidation Trust Assets on account of Allowed Claims in accordance with the Plan and the Liquidation Trust Agreement. The Liquidation Trust Agreement will contain additional information regarding the funding of the Liquidation Trust, including in connection with the funding of any reserve needed to address Disputed Claims, as applicable.

B. Creation of the Liquidation Trust

A Liquidation Trust will be created on the Effective Date. As of the Effective Date, each Claim against the Debtors shall be deemed satisfied, settled, and released as to the Debtors as provided with respect to each such Claim under this Plan, and except as otherwise set forth in this Plan or other Final Orders of the Bankruptcy Court, any Holder of an Allowed Disputed Claim against the Debtors will have recourse solely to the Liquidation Trust Assets for the payment of any such Claim that is Allowed or becomes Allowed in accordance with the Plan and the Liquidation Trust Agreement; *provided, however,* the recovery provided to any Holder of a Claim that is Allowed or becomes Allowed shall be limited to and consistent with the terms of the Plan.

Additional information regarding the Liquidation Trust will be set forth in the Plan Supplement, including with respect to the Liquidation Trust's creation, funding, administration, assets, liabilities, tax treatment, and related matters.

C. Transfer and Vesting of Assets to Liquidation Trust

Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional assets become available, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title and interest in and to all of the Estates' assets, including Causes of Action and any assets and rights under the NewCo Sale APA (including but not limited to the Allocation, as defined therein) and including the Debtors' rights and obligations with respect to the Virex Option (as defined in, and pursuant to the terms of, the NewCo Sale APA), but excluding Sorrento Equity Interests and any obligations related to the public listing thereof (such as reporting obligations with the U.S. Securities and Exchange Commission). In accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to Allowed Claims until paid in full, as set forth in the Plan, and the reasonable fees and expenses of administering the applicable Liquidation Trust, including, without limitation, the reasonable fees and expenses of its Liquidation Trustee, as provided in the Liquidation Trust Agreement. Thereupon, the Debtors shall have no interest in or with respect to such additional assets or the Liquidation Trust.

In connection with the vesting and transfer of assets to the Liquidation Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities.

D. Preservation of Confidences and Attorney-Client Privilege

To effectively investigate, defend or pursue the Liquidation Trust's assets, including the Causes of Action, the Debtors, the Liquidation Trust, the Liquidation Trustee and all respective counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidation Trust's position as successor to the Estates' assets, including the Causes of Action, sharing such information in the manner described in the previous sentence shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information.

E. Liquidation Trustee

On the Effective Date, the Liquidation Trustee shall be the sole authorized representative and signatory of the Liquidation Trust Agreement (if any), with authority to render all services necessary to effectuate the terms of this Plan as they relate to the Liquidation Trust. From and after the Effective Date, the Liquidation Trustee shall be deemed to have been appointed as the representative of each of the Estates by the Bankruptcy Court pursuant to section 1123(b)(3)(B) of the Bankruptcy Code except to the extent limited by the Liquidation Trust Agreement.

The powers, authority, responsibilities, and duties of the Liquidation Trustee shall be governed by this Plan, the Confirmation Order, and the Liquidation Trust Agreement. The duty

of the Liquidation Trustee shall be to maximize the assets of the Estates for the benefit of Holders of Allowed Claims; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento. The Liquidation Trustee shall have no duty to the Debtors.

The Liquidation Trustee may execute, deliver, file, or record such documents, instruments, releases, and other agreements, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan as they relate to the Liquidation Trust.

The Unsecured Creditors' Committee shall select the Liquidation Trustee, and its identity shall be disclosed by the Debtors at or prior to the Combined Hearing. Any successor Liquidation Trustee shall be appointed pursuant to the Liquidation Trust Agreement.

Additional information regarding the Liquidation Trustee will be set forth in the Plan Supplement, including further detail with respect to the Liquidation Trustee's responsibilities and authority, powers and limitations, compensation, and professionals. The Plan Supplement will also contain additional information regarding the establishment and administration of any reserves needed to address Disputed Claims, if any.

F. Liquidation Trustee's Authority and Duties

From and after the Effective Date, the Liquidation Trustee shall serve as trustee of the Liquidation Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Liquidation Trust Agreement.

Among other things, the Liquidation Trustee shall:

(i) hold and administer the Estates' assets, all of which shall be automatically transferred to the Liquidation Trust, including the Causes of Action;

(ii) have the sole authority and discretion on behalf of the Liquidation Trust to evaluate and determine strategy with respect to the Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Causes of Action on behalf of the Liquidation Trust on any terms and conditions as it may determine in good faith based on the best interests of General Unsecured Creditors;

(iii) have the power and authority to retain, as an expense of the Liquidation Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidation Trustee hereunder or in the Liquidation Trust Agreement;

(iv) make distributions to creditors as provided in the Liquidation Trust Agreement and the Plan,

(v) have the right to receive reasonable compensation for performing services as the Liquidation Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidation Trustee in performing the duties and responsibilities required under the Plan and the Liquidation Trust Agreement;

(vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth herein;

(vii) be considered an estate representative as provided for under section 1123 of the Bankruptcy Code with respect to the assets placed in the Liquidation Trust;

(viii) handle the Wind Down and the Plan Administration Process as set forth below and in accordance with the Plan; and

(ix) have the right to provide periodic reports and updates to creditors regarding the status of the administration of the Estates' assets, including the Causes of Action.

G. [Reserved]

H. [Reserved]

I. [Reserved]

J. Plan Administration

On and after the Effective Date, except as otherwise provided in this Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall have sole authority to act on behalf of the Estates with respect to the Wind Down and Plan Administration Process.

K. Corporate Action

Upon the Effective Date, all actions contemplated under this Plan shall be deemed authorized and approved in all respects. All matters provided for in this Plan involving the legal or corporate structure of the Debtors, and any corporate action required by the Debtors and the Liquidation Trust, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, and without any requirement of further action by the security holders, directors, or officers of the Debtors, or the Liquidation Trustee, as applicable. The authorizations

and approvals contemplated by this paragraph shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Effectuating Documents; Further Transactions

On and after the Effective Date, the Liquidation Trustee is authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan, and the corporate actions and transactions contemplated under this Plan, without the need for any approvals, authorizations or consents except for those expressly required pursuant to this Plan.

M. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to the Liquidation Trust pursuant to, in contemplation of or in connection with this Plan or pursuant to: (1) the issuance, distribution, transfer or exchange of any debt, Equity Security or other Equity Interest in the Debtors; (2) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment or recording of any lease or sublease; or (4) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

N. Professional Fee Claims Reserve

On or prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Claims Reserve with Cash in an amount determined by the Debtors or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which such reserve was established, which amount shall be based on (x) the aggregate amount of Accrued Professional Compensation billed by the Professionals prior to the Effective Date plus (y) an estimate of the aggregate Fee Claims for periods through the Effective Date that have not been billed, as provided to the Debtors by each Professional. Each Professional shall estimate in good faith their Fee Claims for periods that have not been billed as of the Effective Date and shall deliver such good faith estimate to the Debtors no later than five Business Days after the Debtors so request; provided, however, that such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of such Professional's final request for payment of Fee Claims. If a Professional does not provide an estimate, the Debtors shall estimate

in good faith the unpaid and unbilled fees and expenses of such Professional through the Effective Date.

The Debtors shall not commingle any funds contained in the Professional Fee Claims Reserve and shall use such funds to pay only the Fee Claims, as and when Allowed by a Final Order of the Bankruptcy Court. Except as provided in this Article V.N, the Debtors shall not deposit any other funds or property into the Professional Fee Claims Reserve without further order of the Bankruptcy Court. No Liens or Claims shall encumber the Professional Fee Claims Reserve in any way. The Professional Fee Claims Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Estates. The Debtors shall maintain records of all deposits to and payments made from the Professional Fee Claims Reserve. To the extent that funds held in the Professional Fee Claims Reserve do not or are unable to satisfy the full amount of any Allowed Fee Claim, the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) shall, within five Business Days after entry of the Final Order approving such Allowed Fee Claim, pay such Allowed Fee Claim from Cash on hand, without any further action or order of the Bankruptcy Court.

O. Closing the Chapter 11 Cases

As soon as practicable after the Effective Date, when all Disputed Claims have become Allowed or disallowed, the Liquidation Trustee may seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

As of the Effective Date, the Liquidation Trustee may submit a separate order to the Bankruptcy Court under certification of counsel closing the Chapter 11 Case of Scintilla and changing the caption of the Chapter 11 Cases accordingly. Nothing in the Plan shall authorize the closing of any case retroactive to a date that precedes the date any such order is entered. All contested matters and adversary proceedings relating to either of the Debtors, including objections to Claims, shall be filed, administered, and adjudicated in the Remaining Case without the need to reopen the other Chapter 11 Case. Any request for retroactive relief shall be made on motion served on the United States Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the Filing of a motion to close the Chapter 11 Case of Sorrento, the Liquidation Trustee shall file a final report with respect to both of the Chapter 11 Cases.

P. Post-Effective-Date Sorrento

On the Effective Date, Sorrento shall remain a publicly listed entity, *provided* that NewCo shall provide all services and bear all costs, fees, expenses, and the like associated with maintaining Sorrento's public company status and (if NewCo) so elects, terminating Sorrento's public company status and dissolving Sorrento. NewCo hereby indemnifies the Liquidation Trust for any such costs, fees, expenses, and the like that are imposed on the Liquidation Trust in connection with Sorrento's public company status or dissolution.

On the Effective Date, the sole director and officer of Sorrento shall be Henry Ji. On the Effective Date, all persons acting as directors and/or managers of Sorrento that have not been selected as directors and/or managers of Sorrento shall be deemed to have resigned, their

appointments shall be rescinded for all purposes, and their respective authority and power, in their capacities as such, shall be revoked, in each case, without the necessity of taking any further action in connection therewith.

If Sorrento undertakes any financing after the Effective Date, proceeds from such financing shall (i) first, be used to pay any fees and expenses in association with the financing and (ii) thereafter, 80% of the remaining net proceeds shall be allocated to the Liquidation Trust for the benefit of Holders of Allowed General Unsecured Claims until such Holders are paid in full in Cash.

ARTICLE VI.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption or Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, if such Executory Contract or Unexpired Lease (i) has not previously been rejected by order of the Bankruptcy Court or is not the subject of a motion to reject on the Confirmation Date; (ii) is not identified in the Plan Supplement as a contract or lease to be assumed pursuant to the Plan; (iii) is not expressly assumed pursuant to the terms of this Plan; (iv) has not expired or terminated by its own terms on or prior to the Effective Date; or (v) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

Subject to the payment of any Cure Claim (and, if applicable, the provision of adequate assurance of future performance under such Executory Contract or Unexpired Lease), assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting assignment, the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before or on the date that the Debtors assume such Executory Contract or Unexpired Lease.

Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by this Plan shall not (a) be prohibited, restricted or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-debtor party thereunder or (d) entitle the non-debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on or in connection

with the Effective Date. The Debtors may rely on this Plan and the Confirmation Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease on account of such assumption or on account of this Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to Article VI of the Plan shall revest in and be fully enforceable by the Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions and rejections (as applicable) of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, before the Effective Date, the Debtors, and, after the Effective Date, the Liquidation Trust, shall have the right to amend the Plan Supplement to revise the list of Executory Contracts and Unexpired Leases being assumed or rejected.

B. Assumption of the D&O Liability Insurance Policies and Fiduciary Liability Insurance Policies

The Debtors shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Debtors shall terminate or otherwise reduce the coverage under any "tail" D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

C. Payments Related to Assumption of Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Claim; (b) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the Cure Claims shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contracts or Unexpired

Leases; provided, however, that the Debtors may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

E. Rejection Damages Claims

All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Bankruptcy Court and served upon counsel for the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) within thirty days after the later of (i) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the Effective Date). Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates or the property of the Debtors or the Liquidation Trust.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into or assumed after the Petition Date by any Debtor that are not assigned to any purchaser in connection with a section 363 sale or the Liquidation Trust (or have not otherwise previously been assigned pursuant to a Final Order prior to the Effective Date) shall be considered repudiated by the Debtors as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must file a Proof of Claim within thirty days after the Effective Date in accordance with this Plan or have their rights forever satisfied, settled, and released.

G. Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, whether executed before or during the Chapter 11 Cases, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, extension rights, purchase rights and any

other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or the Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date shall have sixty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts or Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts To Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Equity Interest is not an Allowed Claim or Allowed Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Allowed Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Equity Interest against the Debtors shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Disputed Equity Interests, distributions on account of any such Disputed Claims or Disputed Equity Interests shall be made pursuant to the provisions set forth in this Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Entitlement to Distributions

On the Effective Date, the applicable Disbursing Agent shall be authorized to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. If a Claim, other than one based on a publicly-traded security, is transferred (a) twenty-one or more days before the Distribution Record Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Court, the Disbursing Agent shall make the applicable distributions to the applicable transferee, or (b) twenty or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Court and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

B. Disbursing Agent

Except as otherwise provided herein, all distributions under this Plan shall be made by a Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. In the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust.

C. Rights and Powers of Disbursing Agent

1. Powers of a Disbursing Agent

A Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof; provided, however, that any such Disbursing Agent shall waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under this Plan to be distributed by such Disbursing Agent.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable and documented compensation and expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidation Trust.

D. Distributions on Account of Claims or Equity Interests Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims or Equity Interests

Distributions made after the Effective Date to Holders of Disputed Claims or Disputed Equity Interests that are not Allowed Claims or Allowed Equity Interests as of the Effective Date but which later become Allowed Claims or Allowed Equity Interests shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date), (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or a Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest have been resolved by settlement or Final Order and such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Allowed Equity Interest; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim or an Allowed Equity Interest and a Disputed Equity Interest shall not receive any distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to the Disputed Claim or the Disputed Equity Interest have been resolved by settlement or Final Order and the Disputed Claims or the Disputed Equity Interests have been Allowed or disallowed (with only Allowed portions of such Disputed Claims or Disputed Equity Interests remaining).

E. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Claims in Classes 1 and 2, the Liquidation Trustee and the Disbursing Agents, as applicable, shall not be required to make distributions or payments of less than $100 (whether Cash or otherwise).

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Equity Interests (if any) at the address for each such Holder as indicated on the Debtors' or Liquidation Trust's records (as applicable) as of the date of any such distribution.

2. Partial Distributions

The Liquidation Trustee or the Disbursing Agent, as applicable, shall not be required to make partial distributions on account of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

(a) Failure To Claim Undeliverable Distributions

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the later of (i) the Effective Date and (ii) the date of such distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidation Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state or other jurisdiction escheat, abandoned or unclaimed property laws to the contrary), and the Claim or Equity Interest of any Holder to such property or interest in property shall be forever barred. The Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the applicable books and records of the Debtors and the Bankruptcy Court's filings.

(b) Failure To Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within 180 calendar days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 180 days after the issuance of such check shall be forever barred, estopped and enjoined from asserting any such Claim against the Liquidation Trust or their respective property. In such cases, any Cash held for payment on account of such Claims shall be property of the Liquidation Trust, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Liquidation Trust to attempt to locate any Holder of an Allowed Claim.

G. Compliance with Tax Requirements/Allocations

In connection with this Plan, to the extent applicable, the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Debtors, the Liquidation Trust and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Liquidation Trust reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount (as

determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the Liquidation Trust and Disbursing Agent, or such other Person designated by the Liquidation Trust and the Disbursing Agent, IRS Form W-9 or, if the payee is a foreign Person, an applicable IRS Form W-8, or any other forms or documents reasonably requested by the Liquidation Trust or the Disbursing Agent to reduce or eliminate any withholding required by a Governmental Unit.

H. Surrender of Canceled Instruments or Securities

As a condition precedent to receiving any distribution under this Plan, each Holder of a Claim shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim, and all such surrendered Certificates and other documentations shall be deemed to be canceled, except to the extent otherwise provided herein.

I. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or Liquidation Trustee, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent). To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent) on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or the Liquidation Trustee (as applicable), to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the Effective Date.

2. Claims Payable by Third Parties

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including

insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), no Claim or Equity Interest shall be deemed Allowed unless and until such Claim or Equity Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under section 502 of the Bankruptcy Code. Except as expressly provided in any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), on and after the Effective Date, the Liquidation Trust will have and retain any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest as of the Petition Date.

B. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed pursuant to this Plan, and Holders of such Claims may not receive any distributions on account of such Claims and Interests until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Liquidation Trust.

C. Prosecution of Objections to Claims and Equity Interests

The Debtors and the Liquidation Trustee, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections, including Omnibus Objections, to Claims or Equity Interests as permitted under this Plan. From and after the Effective Date, the Liquidation Trustee may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Liquidation Trustee shall administer and adjust the Claims register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Claims Estimation

Any Debtor before the Effective Date or the Liquidation Trustee after the Effective Date, as applicable, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor or Liquidation Trustee has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor or the Liquidation Trust that has been expunged from the claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

E. No Distribution Pending Allowance

If an objection to a Claim is Filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

F. Distributions After Allowance

To the extent that a Disputed Claim or a Disputed Equity Interest ultimately becomes an Allowed Claim or Allowed Equity Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Equity Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Equity Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Equity Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any postpetition interest to be paid on account of such Allowed Claim or Equity Interest.

G. No Interest

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with

respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

H. Adjustments to Claims Without Objection

Any duplicate Claim or Equity Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Equity Claim), or any Claim or Equity Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims register by the Liquidation Trust without filing a claim objection and without any further notice or action or any order or approval of the Bankruptcy Court.

I. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

1. The Disclosure Statement shall have been approved as containing "adequate information" under section 1125 of the Bankruptcy Code; and

2. The Bankruptcy Court shall have found that parties in interest received adequate notice of, and an opportunity to be heard as to, the Disclosure Statement, the Plan, and the Combined Hearing.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions are satisfied (or waived pursuant to the provisions of Article IX.C hereof), and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived.

1. Confirmation shall have occurred, and the Confirmation Order shall not have been vacated and shall not be subject to a stay pending appeal;

2. All actions, documents, certificates, deeds, filings, notifications, pleadings, orders, letters, instruments, and agreements necessary to implement this Plan, including the documents set forth in the Plan Supplement, shall have been effected or executed and delivered to the required parties, in accordance with the Plan (including the Plan Supplement), and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

3. All approvals and consents of Governmental Units that are legally required for the consummation of this Plan and the occurrence of the Effective Date shall have been obtained, shall not be subject to unfulfilled conditions, and shall be in full force and effect;

4. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of this Plan; and

5. The Professional Fee Claims Reserve shall have been established and funded in Cash in accordance with Article V.N.

C. Waiver of Conditions

Each of the conditions to Confirmation and to Consummation set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan.

D. Effect of Nonoccurrence of Conditions

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Equity Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest, or any distribution to be made on account of such Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interest of the Debtors', their Estates and Holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of this Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidation Trustee may compromise and settle Claims against the Estates and Causes of Action against other Entities.

B. Exculpation

Except as otherwise specifically provided in this Plan, from and after the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Covered Claim, obligation, Cause of Action or liability for any Covered Claim, and in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The exculpation hereunder will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Except as otherwise specifically provided in this Plan, from and after the Effective Date, pursuant to and in accordance with section 1125(e) of the Bankruptcy Code, no Protected Party shall have or incur, and each Protected Party is hereby exculpated from, any Claim, obligation, Cause of Action or liability related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (to the extent applicable).

C. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR CREATED PURSUANT TO THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, EQUITY INTERESTS, OR CAUSES OF ACTION THAT ARE SUBJECT TO EXCULPATION OR SETTLEMENT ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; OR (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY EXCULPATED OR TO BE EXCULPATED OR SETTLED OR TO BE SETTLED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY EXCULPATED PARTY (OR THE PROPERTY OR ESTATE OF ANY SUCH EXCULPATED PARTY). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

No Person or Entity (other than the Liquidation Trust, the Liquidation Trustee, or any of its representatives, successors, or assigns) who has held, holds, or may hold Claims, Equity Interests, or Causes of Action may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors or the Protected Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Claim, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor or Protected Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Protected Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

D. Setoffs and Recoupment against Holders

Except as otherwise expressly provided for in this Plan, the Debtors or Liquidation Trust, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Equity Interest, may set off or recoup against any Allowed Claim or Allowed Equity Interest and the distributions to be made pursuant to this Plan on account of such Allowed Claim or Allowed Equity Interest (before any distribution is made on account of such Allowed Claim or Allowed Equity Interest), any claims, rights and Causes of Action of any nature that such Debtors or Liquidation Trust, as applicable, may hold against the Holder of such Allowed Claim or Allowed Equity Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to this Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to this Plan shall constitute a waiver or release by such Debtors or the Liquidation Trust (as applicable) of any such claims, rights and Causes of Action that such Debtors or Liquidation Trust (as applicable) may possess against such Holder.

E. Setoffs and Recoupment by Holders

In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to set off any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the thirtieth day after the Effective Date. In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to recoup any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the

Debtors in accordance with Article XIV.D of the Plan on or before the thirtieth day after the Effective Date.

Notwithstanding anything to the contrary, nothing shall modify the rights, if any, of any Holder of Claims or any current or former party to an Executory Contract or Unexpired Lease, to assert any right of setoff or recoupment that such party may have under applicable non-bankruptcy law.

F. Release of Liens

Except as otherwise provided in this Plan or in any contract, instrument, release or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall vest in the Liquidation Trust.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR VOTED TO REJECT THIS PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Liquidation Trust, the Liquidation Trustee, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to

Professionals authorized pursuant to the Bankruptcy Code or this Plan; *provided, however*, that, from and after the Effective Date, the Liquidation Trustee shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Liquidation Trustee amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide or resolve any and all matters related to Causes of Action, including but not limited to matters relating to the Mediation;

7. adjudicate, decide or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including the establishment of any bar dates, related notices, claim objections, allowance, disallowance, estimation and distribution;

9. enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of this Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with this Plan or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to section 363, 1123 or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of this Plan n or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, or any Entity's obligations incurred in connection with this Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of this Plan;

13. resolve any cases, controversies, suits, disputes or Covered Claims with respect to the exculpation, injunctions and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such exculpation, injunctions and other provisions;

14. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Equity Interest for amounts not timely repaid;

15. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with this Plan or the Disclosure Statement;

17. enter one or more orders or final decrees concluding or closing the Chapter 11 Cases;

18. adjudicate any and all disputes arising from or relating to distributions under this Plan;

19. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. determine requests for the payment of Claims and Equity Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

21. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan;

22. hear and determine matters concerning any tax matters relating to the restructuring, including state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

23. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the injunctions, exculpations, and other provisions set forth in Article X of the Plan;

24. enforce all orders previously entered by the Bankruptcy Court; and

25. hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding the forgoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XII shall have no effect upon and shall not control, prohibit,

or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIII.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments

Subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation of the Plan

Substantial consummation of this Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiary or guardian, if any, of each Entity.

B. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur (except to the extent expressly provided therein). Neither this Plan, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Plan Supplement or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests before the Effective Date.

C. Further Assurances

The Debtors or the Liquidation Trust, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

D. Service of Documents

Any pleading, notice or other document required by this Plan to be served on or delivered shall be sent by overnight mail to:

If to a Debtor, to:

M3 Advisory Partners
1700 Broadway | 19th Floor
New York, NY 10019
Attn: Mo Meghji (mmeghji@m3-partners.com)
Attn: Seth Herman (sherman@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Caroline Reckler (caroline.reckler@lw.com)

Attn: Ebba Gebisa (ebba.gebisa@lw.com)
Attn: Jonathan Gordon (jonathan.gordon@lw.com)
Telephone: (312) 876-7700

After the Effective Date, the Liquidation Trustee has authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidation Trustee is authorized to limit the list of Entities receiving documents pursuant to a pre-Effective Date request under Bankruptcy Rule 2002 to those Entities who have filed renewed requests pursuant to Bankruptcy Rule 2002.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten Business Days after the date of entry of the Confirmation Order, the Debtors shall serve a notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Combined Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address, provided that the Debtors are unable to ascertain new address information for such Entity after a commercially reasonable search. Mailing of such notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

E. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; provided that any such alteration or interpretation shall be acceptable to the Debtors. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered from time to time prior to the entry of the Confirmation Order, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

F. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Petition Date shall be returned to the Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

G. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement

Except as otherwise indicated herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

I. Exhibits

All exhibits hereto (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date to the extent practicable. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.stretto.com/Sorrento or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of securities offered and sold under this Plan (if any), and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale or purchase of the securities offered and sold under this Plan.

K. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon (i) the Debtors, the Liquidation Trust, or the Liquidation Trustee, (ii) any and all Holders of Claims and Equity Interests (irrespective of whether Holders of such Claims or Equity Interests are deemed to have accepted the Plan), (iii) all Entities that are parties to or are subject to

the settlements, compromises, releases, and injunctions described in the Plan, (iv) each Entity acquiring property under the Plan and (v) any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

L. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control. In the event of an inconsistency between the Plan (excluding the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall govern and control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of a conflict between any provision of this Plan and the Confirmation Order, the Confirmation Order shall govern and control.

M. Dissolution of the Committees

Each Committee shall dissolve, and the current and former members of each Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases on the Effective Date; *provided* that the Committees and their respective Professionals shall have the right to file, prosecute, review, and object to any applications for approval of Fee Claims filed in accordance with Article II.A.2 hereof.

N. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof. The Debtors or the Liquidation Trustee, as applicable, and all Holders of Claims and Equity Interests receiving distributions pursuant to the Plan (if any) and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

O. Tax Reporting and Compliance

The Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

Dated: March 4, 2024

Respectfully submitted,

SORRENTO THERAPEUTICS, INC.,
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

SCINTILLA PHARMACEUTICS, INC.
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

EXHIBIT 4

Second Modified Chapter 11 Plan (redline against confirmed plan)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

SECOND MODIFIED JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

JACKSON WALKER LLP
Matthew D. Cavenaugh
Kristhy M. Peguero
Genevieve M. Graham
1401 McKinney Street, Suite 1900
Houston, TX 77010
Telephone: (713) 752-4200

LATHAM & WATKINS LLP
Caroline A. Reckler
Ebba Gebisa
Jonathan C. Gordon
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700

– and –

Jeffrey E. Bjork
Kimberly A. Posin
Isaac J. Ashworth
335 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234

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[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: ~~4955 Directors Place~~9380 Judicial Drive, San Diego, CA 92121.

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INTRODUCTION

Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc., as debtors in the above-captioned Chapter 11 Cases, propose this joint plan of liquidation under chapter 11 of the Bankruptcy Code.

Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Equity Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of (among other things) the Debtors' history and businesses, as well as a summary of the Plan and certain related matters, including distributions to be made under the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

2. "*Accrued Professional Compensation*" means, at any given date, all accrued and/or contingent fees and reimbursable expenses (including, without limitation, success fees in accordance with the applicable engagement letter with the Debtors) for legal, financial advisory, accounting and other professional services rendered on or before the Effective Date by any Professional in the Chapter 11 Cases that are awardable and allowable under section 328, 330(a) or 331 of the Bankruptcy Code, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional's fees or expenses,

then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

3. "*Administrative Claim*" means a Claim (other than a Fee Claim) for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses pursuant to section 328, 330(a) or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of the Judicial Code; (d) compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (e) the DIP Facility Claims; and (f) the Cure Claims.

4. "*Administrative Claims Bar Date*" means (a) for Administrative Claims arising between the Petition Date and the Confirmation Date, the date that is the 30th day after the Confirmation Date, (b) for Administrative Claims arising between the Confirmation Date and the Effective Date, the date that is the 30th day after the Effective Date, or (c) such other date as is ordered by the Bankruptcy Court.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means, with respect to any Claim or Equity Interest (or any portion thereof): (a) any Claim or Equity Interest (i) as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court (including but not limited to the Claims Objection Deadline) and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, either before or after the Effective Date; (b) any Claim or Equity Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or different amount; (c) any Claim or Equity Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors~~, the~~ **prior to the Effective Date or the** Liquidation Trustee~~, or~~ **after** the ~~Liquidating Debtors~~**Effective Date**, as applicable; (d) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court; or (e) any Claim or Equity Interest expressly deemed Allowed by this Plan. "Allow," "Allows," and "Allowing" shall have correlative meanings.

7. "*Avoidance Actions*" means any and all Causes of Action which any of the Debtors, the Estates, or other appropriate party in interest has asserted or may assert under

section 502, 510, 542, 544, 545, or 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. "*Ballots*" means the ballots accompanying the Disclosure Statement upon which Holders of Claims in the Voting Class shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which Ballots must be actually received by the Solicitation Agent on or before the Voting Deadline as set forth in the Ballot.

9. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court, as each may be amended from time to time.

12. "*Bar Date*" means the applicable date established by the Bankruptcy Court by which respective Proofs of Claims and Interests must be filed.

13. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

14. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

15. "*Causes of Action*" means any action, cause of action (including Avoidance Action), claim, interest, liability, obligation, right, suit, debt, dues, sum of money, damages, reckoning, right to payment and claims, controversy, guaranty, account, covenant, promise, judgment, remedy, demand, setoff, power, privilege, license, defense, recoupment, cross claim, counterclaim, third-party claim, reimbursement claim, indemnity claim, contribution claim or any other claim, whether known or unknown, contingent or non-contingent, matured or unmatured, disputed or undisputed, suspected or unsuspected, liquidated or unliquidated, secured or unsecured, foreseen or unforeseen, direct, derivative, or indirect, choate or inchoate, existing or hereafter arising, in contract or in tort, in law, in equity or pursuant to any other theory of law, whether arising before, on or after the Petition Date and also includes, without limitation: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including

fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action or state law fraudulent transfer claim.

16. "*Certificate*" means any instrument evidencing a Claim or Equity Interest.

17. "*Change of Control Provision*" means any provision in any agreement, contract, or other document of the Debtors, including any Executory Contract or Unexpired Lease (including, without limitation, any direct or indirect "change in control", "change of control" or "anti-assignment" provision, or provision with words of similar import) that, directly or indirectly, (a) prohibits, restricts or conditions (or purports to prohibit, restrict or condition) (i) any Debtor's ~~or any Liquidating Debtor's~~**(before the Effective Date) or the Liquidation Trustee's (after the Effective Date)** assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (ii) the Confirmation or Consummation of this Plan or (b) modifies (or permits the termination or modification of) such Executory Contract or Unexpired Lease or the Debtors' rights or obligations thereunder, including through an increase, acceleration or other alteration of any obligations or liabilities or the creation or imposition of any Lien, as a result of, or is breached by (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's ~~or any Liquidating Debtor's~~**(before the Effective Date) or the Liquidation Trustee's (after the Effective Date)** assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, including any conversion of the form of entity of any of the Debtors ~~or Liquidating Debtors~~**(before the Effective Date)**, any change of control or ownership interest composition of the Debtors ~~or Liquidating Debtors~~**(before the Effective Date)**, or any other transactions described in Article V hereof.

18. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

20. "*Claims Bar Date Order*" means that *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* [Docket No. 856].

21. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a)(i) with respect to Administrative Claims, 150 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims, 180 days after the Effective Date, and (b) such other deadline as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

22. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

23. "*Combined Hearing*" means the hearing held by the Bankruptcy Court pursuant to (i) section 1128 of the Bankruptcy Code to consider Confirmation of this Plan and (ii) section 1125 of the Bankruptcy Code to consider approval of the Disclosure Statement on a final basis, as such hearing may be adjourned or continued from time to time.

24. "*Combined Hearing Notice*" means a notice to parties in interest of the date and time of the Combined Hearing, the Combined Objection Deadline, and the Voting Deadline.

25. "*Combined Objection Deadline*" means the deadline by which all objections to final approval of the Disclosure Statement and Confirmation of the Plan.

26. "*Committee*" means any statutory committee (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time, including the Equity Security Holders' Committee and the Unsecured Creditors' Committee.

27. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

28. "*Confirmation Date*" means ~~the date upon which Confirmation occurs~~**November 30, 2023**.

29. "*Confirmation Order*" means the order ~~or orders~~**entered by the Bankruptcy Court on November 30, 2023 at Docket Number 1616 confirming the *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* (dated November 16, 2023), as supplemented by any order** of the Bankruptcy Court ~~confirming~~**approving the modifications to such plan, as set forth in** this Plan ~~pursuant to section 1129 of the Bankruptcy Code~~.

30. "*Consummation*" means the occurrence of the Effective Date.

31. "*Covered Claim*" means any Claim or Cause of Action related to any act or omission on or after the Petition Date and prior to the Effective Date in connection with, relating to or arising out of the Debtors' in- or out-of-court restructuring efforts, the Debtors' Chapter 11 Cases, the DIP Facilities, the Mediation, the Scilex Stock Sale and any other section 363 sales by the Debtors, the formulation, preparation, dissemination, negotiation, solicitation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the offering, issuance, sale, and/or distribution of property under this Plan or any other agreement (including any securities, to the extent applicable); provided, however, that Covered Claims shall not include: (i) any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, criminal conduct or fraud, and/or (ii) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in

connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court.

32. "*Cure Claim*" means the Claim of any counterparty to any Executory Contract or Unexpired Lease, based upon a monetary default, if any, by any Debtor on such Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

33. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers and officers of the Debtors ~~or the Liquidating Debtors~~, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring prior to the Effective Date) for directors', managers' and officers' liability maintained by the Debtors ~~or the Liquidating Debtors~~ on or before the Effective Date.

34. "*Debtor*" means each of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc.

35. "*DIP Facilities*" means the Replacement DIP Facility, the Senior DIP Facility, ~~and~~ the Junior DIP Facility**, and the NewCo DIP Facility**.

36. "*DIP Facility Claims*" means the Replacement DIP Facility Claims, the Senior DIP Facility Claims, ~~and~~ the Junior DIP Facility Claims**, and the NewCo DIP Facility**.

37. "*DIP Facility Credit Agreements*" means the Replacement DIP Facility Credit Agreement, the Senior DIP Facility Credit Agreement, ~~and~~ the Junior DIP Facility Credit Agreement**, and the NewCo DIP Note**.

38. "*DIP Facility Lenders*" means the Replacement DIP Facility Lender, the Senior DIP Facility Lender, ~~and~~ the Junior DIP Facility Lender**, and the NewCo DIP Facility Lender**.

39. "*DIP Facility Loan Documents*" means the Replacement DIP Facility Loan Documents, the Senior DIP Facility Loan Documents, ~~and~~ the Junior DIP Facility Loan Documents**, and the NewCo DIP Facility Loan Documents**.

40. "*DIP Orders*" means the Replacement DIP Order, the Senior DIP Orders, ~~and~~ the Junior DIP Orders**, and the NewCo DIP Orders**.

41. "*Disbursing Agent*" means, as applicable~~, the Liquidating Debtors, the Solicitation Agent~~, the Liquidation Trustee, or the Entity or Entities chosen by the ~~Liquidating Debtors in their~~**Liquidation Trustee in its** sole discretion to make or facilitate distributions pursuant to this Plan~~; provided, however, that the Solicitation Agent will only coordinate distributions as directed by the Liquidating Debtors~~.

42. "*Disclosure Statement*" means the disclosure statement ~~to be~~ filed ~~with respect to this Plan, as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto~~on October 19, 2023 at Docket Number 1443.

43. "*Disputed*" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed, but that has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order.

44. "*Distribution Record Date*" means the date for determining which Holders of Claims and Equity Interests are eligible to receive initial distributions under the Plan, which date shall be the Confirmation Date.

~~45. "*DTC*" means The Depository Trust Company.~~

45. ~~46.~~ "*Effective Date*" means the date that is the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

46. ~~47.~~ "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

47. ~~48.~~ "*Equity Interest*" means: (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants, or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Entity to purchase or demand the issuance of any of the foregoing in any of the Debtors, and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

48. ~~49.~~ "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

49. ~~50.~~ "*Equity Security Holders' Committee*" means the statutory committee of Equity Security Holders appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on April 10, 2023 (as subsequently reconstituted from time to time, including on April 14, 2023) [Docket No. 448].

50. ~~51.~~ "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

51. ~~52.~~ "*Exculpated Party*" means each of: (a) the Debtors, (b) the Committees, and (c) the Committees' members, in their capacity as such.

52. ~~53.~~ "*Exculpation*" means the exculpation provision set forth in Article X.B hereof.

53. ~~54.~~ "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

54. ~~55.~~ "*Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred during the Chapter 11 Cases, through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 502(b)(4), or 503(b)(5) of the Bankruptcy Code.

55. ~~56.~~ "*File,*" "*Filed*" or "*Filing*" means file, filed or filing in the Chapter 11 Cases with the Bankruptcy Court or other court of competent jurisdiction.

56. ~~57.~~ "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no stay pending appeal or modification of such order or has otherwise been dismissed with prejudice, provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

57. ~~58.~~ "*General Administrative Claim*" means any Administrative Claim, other than (i) DIP Facility Claims, (ii) Cure Claims, (iii) Fee Claims, or (iv) a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

58. ~~59.~~ "*General Unsecured Claim*" means any Claim against any of the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Fee Claim, an Other Secured Claim, an Intercompany Claim, a DIP Facility Claim, or a 510(b) Equity Claim.

59. ~~60.~~ "*Governmental Unit*" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

60. ~~61.~~ "*Holder*" means any Person or Entity holding a Claim or an Equity Interest.

61. ~~62.~~ "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

62. ~~63.~~ "*Impaired Class*" means a Class that is Impaired.

63. ~~64.~~ "*Intercompany Claim*" means any Claim held by a Debtor **against another Debtor**.

64. ~~65.~~ "*Junior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $20,000,000 provided by the Junior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Junior DIP Facility Credit Agreement.

65. ~~66.~~ "*Junior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Junior DIP Facility Credit Agreement or any other Junior DIP Facility Loan Documents.

66. ~~67.~~ "*Junior DIP Facility Credit Agreement*" means that certain Junior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of July 28, 2023, entered into by and among the Debtors, as Borrowers, and the Junior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

67. ~~68.~~ "*Junior DIP Facility Lender*" means Scilex Holding Company and, if applicable, any successor entity.

68. ~~69.~~ "*Junior DIP Facility Loan Documents*" means the Junior DIP Facility Credit Agreement, the Junior DIP Orders and all other related agreements and documents executed in connection with the Junior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

69. ~~70.~~ "*Junior DIP Orders*" means the Junior Interim DIP Order and the Junior Final DIP Order, as applicable.

70. ~~71.~~ "*Junior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on a final basis [Docket No. 1112].

71. ~~72.~~ "*Junior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on an interim basis [Docket No. 997].

72. ~~73.~~ "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

73. ~~74.~~ "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

~~75. "*Liquidating Debtors*" means the Debtors after the Effective Date.~~

74. ~~76.~~ "*Liquidation Trust*" means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the Liquidation Trust Agreement.

75. ~~77.~~ "*Liquidation Trust Agreement*" means the document creating and governing the Liquidation Trust (including any ancillary documents expressly referenced and incorporated therein), which shall, to the extent applicable, be included in the Plan Supplement **and which**

may be modified to account for the modifications made to this Plan following the filing of such Plan Supplement.

76. ~~78.~~ "*Liquidation Trust Assets*" means any and all assets of the Liquidation Trust.

77. ~~79.~~ "*Liquidation Trust Causes of Action*" means all Causes of Action held by the Estates, each of which shall be transferred from the Debtors to the Liquidation Trust, with further details to be set forth in the Plan Supplement (to the extent applicable).

78. ~~80.~~ "*Liquidation Trust Recovery*" means the distribution available to Holders of Allowed Claims from the Liquidation Trust Assets, all as set forth in and pursuant to the Liquidation Trust Agreement and the terms herein; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to ~~Holders of Allowed Equity Interests~~**Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento**.

79. ~~81.~~ "*Liquidation Trustee*" means the trustee of the Liquidation Trust.

80. ~~82.~~ "*Mediation*" means the mediation conducted in these Chapter 11 Cases by the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas regarding the Chapter 11 Cases generally, including but not limited to various litigation matters between the Debtors and the Nant Parties.

81. ~~83.~~ "*Mediation Settlement*" means the settlement set forth in the Mediation Settlement Order.

82. ~~84.~~ "*Mediation Settlement Order*" means the *Order Approving and Implementing Mediation Settlement and Granting Related Relief* [Docket No. 1205], including any exhibits, schedules and supplements thereto.

83. ~~85.~~ "*Nant Parties*" means Immunotherapy NANTibody, LLC, NantCell, Inc., NantPharma, LLC, and their Related Parties (as defined in the Mediation Settlement Order).

84. "*NewCo*" means Vivasor, Inc.

85. "*NewCo DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $5,000,000 provided by the NewCo DIP Facility Lender on the terms of, and subject to the conditions set forth in, the NewCo DIP Note.

86. "*NewCo DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the NewCo DIP Note or any other NewCo DIP Facility Loan Documents.

87. "*NewCo DIP Note*" means that certain Debtor-In-Possession Term Loan Promissory Note, dated as of March 1, 2024, entered into by and among the Debtors and

the NewCo DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

88. "*NewCo DIP Facility Lender*" means MJH Consulting LLC and, if applicable, any successor entity.

89. "*NewCo DIP Facility Loan Documents*" means the NewCo DIP Note, the NewCo DIP Orders and all other related agreements and documents executed in connection with the NewCo DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

90. "*NewCo DIP Orders*" means the NewCo Interim DIP Order and the NewCo Final DIP Order, as applicable.

91. "*NewCo Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on a final basis, entered on or around March 8, 2024.

92. "*NewCo Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on an interim basis [Docket No. 1953].

93. "*NewCo Sale*" means the sale of substantially all of the Debtors' assets, pursuant to the NewCo Sale APA.

94. "*NewCo Sale APA*" means the Asset Purchase Agreement by and among Sorrento, Vivasor, Inc., and solely for purposes of Section 6.6 therein, Henry Ji, dated March 8, 2024, which provides for the NewCo Sale.

95. ~~**86.**~~ "*Non-Voting Classes*" means, collectively, all Classes other than Class 3.

96. ~~**87.**~~ "*Omnibus Objections*" means objections to more than one claim, including objections on the grounds set forth in Bankruptcy Rule 3007(d) or any other grounds, which omnibus objections shall be permitted and approved upon entry of the Confirmation Order.

97. ~~**88.**~~ "*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim, (b) a DIP Facility Claim, or (c) a Priority Tax Claim.

98. ~~**89.**~~ "*Other Secured Claim*" means any Secured Claim that is not a DIP Facility Claim or Priority Tax Claim.

99. ~~**90.**~~ "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

100. ~~**91.**~~ "*Petition Date*" means February 13, 2023.

101. ~~92.~~ "*Plan*" means this ***Second*** *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated ~~November 16~~**March 4**, ~~2023~~**2024**, and all exhibits, supplements (including the Plan Supplement), appendices, and schedules hereto (each of which is incorporated herein by reference and made part of the Plan as if set forth herein), in each case, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

102. ~~93.~~ "*Plan Administration Process*" means the process of objecting to or Allowing Claims on or after the Effective Date ~~and undertaking any other obligations of the Liquidating Debtors under the Plan~~, all in accordance with the Liquidation Trust Agreement.

103. ~~94.~~ "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be Filed on notice to parties-in-interest, including, but not limited to, the following (as applicable): (a) the Liquidation Trust Agreement; (b) the Schedules of assumed or rejected Executory Contracts and Unexpired Leases; (c) the Schedule of D&O Liability Insurance Policies; and (d) the Schedule of Liquidation Trust Causes of Action.

104. ~~95.~~ "*Plan Supplement Filing Date*" means the date that is the earlier of at least seven days prior to (i) the Voting Deadline and (ii) the Combined Objection Deadline.

105. ~~96.~~ "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

106. ~~97.~~ "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in that Class.

107. ~~98.~~ "*Professional*" means a Person or an Entity: (a) retained pursuant to a Final Order in accordance with section 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

108. ~~99.~~ *"Professional Fee Claims Reserve"* means a Cash reserve established and maintained by the Debtors ~~or the Liquidating Debtors, as applicable,~~ to pay in full in Cash Accrued Professional Compensation to the extent Allowed.

109. ~~100.~~ "*Proof of Claim*" means a proof of Claim Filed against either Debtor in the Chapter 11 Cases.

110. ~~101.~~ "*Protected Party*" means each of: (a) the Debtors, (b) the Committees, (c) the Committees' members, in their capacity as such, (d) Mohsin Meghji, in his capacity as Chief Restructuring Officer of the Debtors, and (e) the Related Persons of each of the foregoing.

111. ~~102.~~ "*Reinstated*" means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so

as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(B)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

112. ~~**103.**~~ "*Related Persons*" means, with respect to a Person, each of such Person's financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, and employees (other than current and former directors, officers (other than the Debtors' Chief Restructuring Officer), managers, managing members, principals, partners, members, and observers), each in their capacity as such.

113. ~~**104.**~~ "*Remaining Case*" means the Chapter 11 Case of Sorrento Therapeutics, Inc.

114. ~~**105.**~~ "*Replacement DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $100,000,000 provided by the Replacement DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Replacement DIP Facility Credit Agreement.

115. ~~**106.**~~ "*Replacement DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Replacement DIP Facility Credit Agreement or any other Replacement DIP Facility Loan Documents.

116. ~~**107.**~~ "*Replacement DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of August 9, 2023, entered into by and among the Debtors, as Borrowers, and the Replacement DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

117. ~~**108.**~~ "*Replacement DIP Facility Lender*" means Oramed Pharmaceuticals, Inc. and, if applicable, any successor entity.

118. ~~**109.**~~ "*Replacement DIP Facility Loan Documents*" means the Replacement DIP Facility Credit Agreement, the Replacement DIP Order, and all other related agreements and documents executed in connection with the Replacement DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

119. ~~110.~~ "*Replacement DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Replacement DIP Facility and the use of cash collateral on a final basis [Docket No. 1184].

120. ~~111.~~ "*Scilex Stock Sale*" means the sale approved by the Bankruptcy Court in the Scilex Stock Sale Order.

121. ~~112.~~ "*Scilex Stock Sale Order*" means the *Order (I) Approving Sale of Scilex Stock to Scilex Holding Company Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Conditionally Vacating the Oramed Sale Order, and (III) Granting Related Relief* [Docket No. 1316], entered by the Bankruptcy Court on September 19, 2023.

122. ~~113.~~ "*Scintilla*" means Scintilla Pharmaceuticals, Inc.

123. ~~114.~~ "*Scintilla Equity Interests*" means the Equity Interests in Scintilla immediately prior to the Effective Date.

124. ~~115.~~ "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed as a Secured Claim.

125. ~~116.~~ "*Secured Claim*" means a Claim that is Secured.

126. ~~117.~~ "*Senior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $75,000,000 provided by the Senior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Senior DIP Facility Credit Agreement.

127. ~~118.~~ "*Senior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Senior DIP Facility Credit Agreement or any other Senior DIP Facility Loan Documents.

128. ~~119.~~ "*Senior DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of March 30, 2023, entered into by and among the Debtors, as Borrowers, and the Senior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

129. ~~120.~~ "*Senior DIP Facility Lender*" means JMB Capital Partners Lending, LLC and, if applicable, any successor entity.

130. ~~121.~~ "*Senior DIP Facility Loan Documents*" means the Senior DIP Facility Credit Agreement, the Senior DIP Orders, and all other related agreements and documents executed in

connection with the Senior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

131. ~~122.~~ "*Senior DIP Orders*" means the Senior Interim DIP Order and the Senior Final DIP Order, as applicable.

132. ~~123.~~ "*Senior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on a final basis [Docket No. 324].

133. ~~124.~~ "*Senior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on an interim basis [Docket No. 113].

134. ~~125.~~ "*Solicitation Agent*" means Stretto Inc.

135. ~~126.~~ "*Sorrento*" means Sorrento Therapeutics, Inc.

136. ~~127.~~ "*Sorrento Equity Interests*" means the Equity Interests in Sorrento immediately prior to the Effective Date.

137. ~~128.~~ "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

138. ~~129.~~ "*Unimpaired*" means, with respect to a Claim, Equity Interest, or Class of Claims or Interests, not "impaired" within the meaning of section 1124 of the Bankruptcy Code.

139. ~~130.~~ "*United States Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

140. ~~131.~~ "*Unsecured Creditors' Committee*" means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on February 28, 2023 (as subsequently reconstituted from time to time, including on March 28, 2023, June 7, 2023, and July 28, 2023 [Docket Nos. 313, 813, and 1123]).

141. ~~132.~~ "*Voting Class*" means Class 3.

142. ~~133.~~ "*Voting Deadline*" means the deadline by which Ballots for accepting or rejecting the Plan must be received by the Solicitation Agent, which is 4:00 p.m. (prevailing Central Time) on November 10, 2023.

143. ~~134.~~ "*Voting Record Date*" means October 18, 2023.

144. ~~135.~~ "*Wind-Down*" means ~~the wind-down of any remaining affairs of the Liquidating Debtors, as well as~~ the dissolution and liquidation of the ~~Liquidating Debtors'~~ Estates after the Effective Date.

B. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) whenever from the context it is appropriate, the words "and" or "or" shall mean "and/or"; (c) unless otherwise specified, any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be in such form and on such terms and conditions; (d) unless otherwise specified, any reference in this Plan to an existing document, schedule or exhibit, whether or not Filed, shall mean such document, schedule or exhibit, as it may have been or may be amended, modified or supplemented; (e) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (f) unless otherwise specified, all references in this Plan to Articles are references to Articles of this Plan or to this Plan; (g) the words "herein," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (j) unless otherwise set forth in this Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in this Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by the ~~Liquidating Debtors~~Liquidation Trustee in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

In computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply. If a payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act shall instead occur on the next succeeding Business Day but shall be deemed to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of this Plan, any agreements, documents, instruments or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors ~~or the Liquidating Debtors, as applicable,~~ shall be governed by the laws of the state of incorporation of the applicable Debtor ~~or Liquidating Debtor, as applicable~~.

E. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

~~*F. Reference to the Debtors or the Liquidating Debtors*~~

~~Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or to the Liquidating Debtors shall mean the Debtors and the Liquidating Debtors, as applicable, to the extent the context requires.~~

ARTICLE II.

ADMINISTRATIVE CLAIMS, DIP FACILITY CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Debtors~~, the Liquidating Debtors,~~ **(before the Effective Date) and** the Liquidation Trustee **(after the Effective Date)** pursuant to the procedures specified in (a) the Confirmation Order and (b) the notice of entry of the Confirmation Order and the occurrence of the Effective Date, in each case of (a) and (b) as applicable, no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to Fee Claims or Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or to the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such

Administrative Claims against the Debtors~~, the Liquidating Debtors,~~ and the Liquidation Trustee (each as applicable) and their respective Estates (as applicable) and property. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.C hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the deadline therein for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Except with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor **before the Effective Date and the Liquidation Trustee after the Effective Date** agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Administrative Claim becomes Allowed, and (c) the date on which such Allowed Administrative Claim becomes due and payable in the ordinary course of business, at the option of the Debtors **before the Effective Date and the Liquidation Trustee after the Effective Date**, one of the following treatments: (1) payment in full in Cash or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business **prior to the Effective Date** shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to, such Allowed Administrative Claims.

2. Fee Claims

Each Professional asserting a Fee Claim for services rendered on or before the Effective Date must File and serve on the ~~Liquidating~~ Debtors **(before the Effective Date), the Liquidation Trustee (after the Effective Date)** and such other Entities who are designated in the Confirmation Order an application for final Allowance of such Fee Claim no later than 60 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the ~~Liquidating~~ Debtors **(before the Effective Date) or the Liquidation Trustee (after the Effective Date)** and the requesting Professional no later than 21 days after such final application for Allowance of such Fee Claim is Filed with the Bankruptcy Court. Each Holder of an Allowed Fee Claim shall be paid in full in Cash any Allowed Accrued Professional Compensation, including from funds held in the Professional Fee Claims Reserve, within five Business Days after entry of a Final Order of the Bankruptcy Court approving such amounts. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claims Reserve to satisfy in full Allowed Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Allowed Fee Claims due and payable by the ~~Liquidating~~ Debtors **(before the Effective Date) or the Liquidation Trustee (after the Effective Date)**, as the amounts in the Professional Fee Claims Reserve are solely estimates. To the extent necessary, this Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

Except as otherwise specifically provided in this Plan, on and after the Effective Date, the ~~Liquidating~~ Debtors~~,~~ **(before the Effective Date)** or the Liquidation Trustee **(after the Effective Date)** (subject to the Liquidation Trust Agreement), as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the

Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, and other fees and expenses of the Professionals or other Entities related to implementation and Consummation of this Plan incurred by the ~~Liquidating Debtors or the~~ Liquidation Trustee~~, as applicable,~~ after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, ~~and the Liquidating Debtors, or~~ the Liquidation Trustee (subject to the Liquidation Trust Agreement)~~, as applicable,~~ may employ any Professional or other Entity in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

B. DIP Facility Claims

The Senior DIP Facility Claims were paid in full on August 9, 2023. In connection with and pursuant to the terms of the Scilex Stock Sale: (i) Scilex Holding Company assumed the Debtors' obligations under the Replacement DIP Facility; and (ii) Scilex Holding Company credit bid in full the Junior DIP Facility Claims. **The NewCo DIP Facility Claims were credit bid and satisfied in full in connection with the NewCo Sale.**

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors **before the Effective Date and the Liquidation Trustee after the Effective Date** agree to less favorable treatment for such Claim or such Claim has been paid by the Debtors prior to the Effective Date, on or as soon as reasonably practicable after the latest to occur of (a) the Effective Date, (b) the date on which such Priority Tax Claim becomes Allowed, (c) the date on which such Allowed Priority Tax Claim becomes due and payable in the ordinary course of business, and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors **before the Effective Date and the Liquidation Trustee after the Effective Date**, in full and final satisfaction, settlement, and release of, and in exchange for, each Allowed Priority Tax Claim, at the Debtors' option~~,~~ **before the Effective Date and the Liquidation Trustee's option after the Effective Date,** each Holder of such Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors **before the Effective Date and the Liquidation Trustee after the Effective Date** or otherwise determined by an order of the Bankruptcy Court. To the extent any Priority Tax Claim is not due and owing on the Effective Date, after such Claim becomes Allowed, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors **before the Effective Date and the Liquidation Trustee after the Effective Date** and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors ~~or the Liquidating Debtors~~**(before the Effective Date) or the Liquidation Trustee (after the Effective Date)** (or the Disbursing Agent on behalf of ~~each of~~ the Debtors or ~~Liquidating Debtors)~~**the Liquidation Trustee**, as applicable~~,~~**)** for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

Prior to the Effective Date, the Debtors shall timely File reports for each month (including any fraction thereof) when they become due, in a form reasonably acceptable to the U.S. Trustee. On and after the Effective Date, the ~~Debtors or the Liquidating Debtors~~**Liquidation Trustee** (or the Disbursing Agent on behalf of ~~each of the Debtors or the~~

~~Liquidating Debtors), as applicable,~~the Liquidation Trustee) shall timely File reports for each quarter (including any fraction thereof) in a form reasonably acceptable to the U.S. Trustee.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Introduction

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Equity Interests in the Debtors. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. The categories of Claims and Equity Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. Therefore, the classifications set forth in Article III.B herein apply separately with respect to each Plan proposed by each Debtor. If there are no Claims or Equity Interests in a particular Class for a particular Debtor, then such Class of Claims or Equity Interests shall not exist for all purposes of this Plan for that Debtor.

B. Summary of Classification

The classification of Claims and Equity Interests against the Debtors pursuant to this Plan is as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
			(Presumed to Accept / Deemed to Reject)
5	Scintilla Equity Interests	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Sorrento Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Equity Interests

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 1A, Class 1B, and so on), so that each Holder of any Other Priority Claim against such Debtor is in a Class by itself, except to the extent that there are Other Priority Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Priority Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Other Priority Claim becomes Allowed, and (c) the date on which such Allowed Other Priority Claim becomes due and payable in the ordinary course of business, at the option of the Debtors, one of the following treatments: (1) be paid in full in Cash or (2) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 2A, Class 2B, and so on), so that each Holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Secured Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed Other Secured Claim, in the discretion of the Debtors, one of the following alternative treatments:

(i) payment of the Allowed Other Secured Claim in full in Cash on the latest to occur of (A) the Effective Date or as soon as reasonably practicable thereafter, (B) as soon as reasonably practicable after the date on which such Other Secured Claim becomes Allowed, and (C) as soon as reasonably practicable after the date on which such Allowed Other Secured Claim becomes due and payable in the ordinary course of business;

(ii) delivery to the Holder of the Allowed Other Secured Claim of the collateral securing such Allowed Other Secured Claim;

(iii) Reinstatement pursuant to section 1124(2) of the Bankruptcy Code, including retention of such Holder's Lien on the collateral securing such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – General Unsecured Claims

(a) *Classification*: Class 3 consists of all General Unsecured Claims.

Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment on account of such Claim, each Holder of an Allowed General Unsecured

Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed General Unsecured Claim, on or as soon as practicable after the Effective Date or when such obligation becomes due in the ordinary course of business in accordance with applicable law or the terms of any agreement that governs such Allowed General Unsecured Claim, whichever is later, its Pro Rata share of the Liquidation Trust Recovery.

(b) *Voting*: Class 3 is Impaired. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Intercompany Claims

(a) *Classification*: Class 4 consists of all Intercompany Claims.

(b) *Treatment*: No property will be distributed to the Holders of Intercompany Claims. On the Effective Date, each Intercompany Claim shall either be, at the discretion of the Debtors, (i) Reinstated, or (ii) cancelled and extinguished, or otherwise adjusted, set off, or released with no recovery on account of such Claim.

(c) *Voting*: Class 4 is either: (i) Unimpaired and Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and not receiving any distribution under the Plan and Holders of Allowed Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of such Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

5. Class 5 – Scintilla Equity Interests

(a) *Classification*: Class 5 consists of the Scintilla Equity Interests.

(b) *Treatment*: No property will be distributed to the Holders of Scintilla Equity Interests. All Scintilla Equity Interests shall remain effective and outstanding on the Effective Date for administrative convenience and shall be owned and held by the same applicable Entity that held and/or owned such Scintilla Equity Interests immediately prior to the Effective Date.

(c) *Voting*: Class 5 is Unimpaired and the Holder of the Scintilla Equity Interests is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of the Scintilla Equity Interests in Class 5 is not entitled to vote to accept or reject this Plan.

6. Class 6 – Sorrento Equity Interests

(a) *Classification*: Class 6 consists of the Sorrento Equity Interests.

(b) *Treatment*: ~~On the Effective Date, the~~**All** Sorrento Equity Interests ~~will be canceled without further notice to, approval of, or action by any Entity. Each Holder of a Sorrento Equity Interest shall receive, in full and final satisfaction, settlement, and release of, and in exchange for,~~**shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Entity that held and/or owned** such Sorrento Equity ~~Interest, its Pro Rata share of the Liquidation Trust Recovery (subject to, for the avoidance of doubt, Allowed General Unsecured Claims being~~**Interests immediately prior to the Effective Date. After Allowed Claims have been** paid in full in Cash~~)~~**, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento**.

(c) *Voting*: Class 6 is Impaired. Holders of Sorrento Equity Interests are deemed to reject this Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall limit or affect the Debtors' or ~~the Liquidating Debtors'~~**Liquidation Trustee's** rights and defenses in respect of any Claim or Equity Interest that is Unimpaired under this Plan, including, without limitation, all rights in respect of (1) legal and equitable defenses to, (2) setoff or recoupment against or (3) counter-claims with respect to any such Unimpaired Claims and Equity Interests.

ARTICLE IV.

ACCEPTANCE REQUIREMENTS

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

A. Acceptance or Rejection of this Plan

1. Voting Class

Class 3 is Impaired under this Plan and is entitled to vote to accept or reject this Plan.

2. Presumed Acceptance of this Plan

Classes 1, 2, and 5 are Unimpaired under this Plan and Holders of Claims or Equity Interests in such Classes are, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Class 6 is Impaired under this Plan and deemed to have rejected the Plan pursuant to Section 1126(g).

4. Presumed Acceptance or Deemed Rejection of this Plan

Class 4 Claims are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

B. Confirmation of This Plan Pursuant to Sections 1129(a)(10) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class not counting the votes of any insiders.

C. Subordination

The allowance, classification, and treatment of all Allowed Claims and Equity Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the ~~**Liquidating Debtors, or the**~~ Liquidation Trustee (in connection with the Plan Administration Process and subject to the Liquidation Trust Agreement)~~**, as applicable, reserve**~~ **reserves** the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Combined Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Intercompany Claims

To the extent Reinstated under the Plan, any distributions on account of Intercompany Claims are not being received by Holders of such Intercompany Claims on account of their Intercompany Claims but for the purposes of administrative convenience.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

On the Effective Date, the Debtors shall make Distributions in accordance with the Plan to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims that are due and payable as of the Effective Date using Cash on hand. Upon completion of such Distributions, on the Effective Date, the Debtors shall transfer to the Liquidation Trust any remaining Cash (if any), the Liquidation Trust Causes of Action, and all other Liquidation Trust Assets (if any). After the Effective Date, the Liquidation Trustee shall make Distributions from the Liquidation Trust Assets on account of Allowed Claims in accordance with the Plan and the Liquidation Trust Agreement. The Liquidation Trust Agreement will contain additional information regarding the funding of the Liquidation Trust, including in connection with the funding of any reserve needed to address Disputed Claims, as applicable.

B. Creation of the Liquidation Trust

A Liquidation Trust will be created on the Effective Date. As of the Effective Date, each Claim against the Debtors shall be deemed satisfied, settled, and released as to the Debtors ~~and the Liquidating Debtors~~ as provided with respect to each such Claim under this Plan, and except as otherwise set forth in this Plan or other Final Orders of the Bankruptcy Court, any Holder of an Allowed Disputed Claim against the Debtors will have recourse solely to the Liquidation Trust Assets for the payment of any such Claim that is Allowed or becomes Allowed in accordance with the Plan and the Liquidation Trust Agreement; *provided, however,* the recovery provided to any Holder of a Claim that is Allowed or becomes Allowed shall be limited to and consistent with the terms of the Plan.

Additional information regarding the Liquidation Trust will be set forth in the Plan Supplement, including with respect to the Liquidation Trust's creation, funding, administration, assets, liabilities, tax treatment, and related matters.

C. Transfer and Vesting of Assets to Liquidation Trust

Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional assets become available, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title and interest in and to all of the Estates' assets, including Causes of Action~~, and in~~ **and any assets and rights under the NewCo Sale APA (including but not limited to the Allocation, as defined therein) and including the Debtors' rights and obligations with respect to the Virex Option (as defined in, and pursuant to the terms of, the NewCo Sale APA), but excluding Sorrento Equity Interests and any obligations related to the public listing thereof (such as reporting obligations with the U.S. Securities and Exchange Commission). In** accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to Allowed Claims until paid in full, as set forth in the Plan, and the reasonable fees and expenses of administering the applicable Liquidation Trust, including, without limitation, the reasonable fees and expenses of its Liquidation Trustee, as provided in the Liquidation Trust Agreement. Thereupon, the Debtors shall have no interest in or with respect to such additional assets or the Liquidation Trust.

In connection with the vesting and transfer of assets to the Liquidation Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities.

D. Preservation of Confidences and Attorney-Client Privilege

To effectively investigate, defend or pursue the Liquidation Trust's assets, including the Causes of Action, the Debtors, the Liquidation Trust, the Liquidation Trustee and all respective counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidation Trust's position as successor to the Estates' assets, including the Causes of Action, sharing such information in the manner described in the previous sentence shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information.

E. Liquidation Trustee

On the Effective Date, the Liquidation Trustee shall be the sole authorized representative and signatory of the Liquidation Trust Agreement (if any), with authority to render all services necessary to effectuate the terms of this Plan as they relate to the Liquidation Trust. From and after the Effective Date, the Liquidation Trustee shall be deemed to have been appointed as the

representative of each of the ~~Liquidating Debtors'~~ Estates by the Bankruptcy Court pursuant to section 1123(b)(3)(B) of the Bankruptcy Code except to the extent limited by the Liquidation Trust Agreement.

The powers, authority, responsibilities, and duties of the Liquidation Trustee shall be governed by this Plan, the Confirmation Order, and the Liquidation Trust Agreement. The duty of the Liquidation Trustee shall be to maximize the assets of the Estates for the benefit of Holders of Allowed Claims; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to ~~Holders of Allowed Equity Interests~~**Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento. The Liquidation Trustee shall have no duty to the Debtors**.

The Liquidation Trustee may execute, deliver, file, or record such documents, instruments, releases, and other agreements, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan as they relate to the Liquidation Trust.

The Unsecured Creditors' Committee shall select the Liquidation Trustee, and its identity shall be disclosed by the Debtors at or prior to the Combined Hearing. Any successor Liquidation Trustee shall be appointed pursuant to the Liquidation Trust Agreement.

Additional information regarding the Liquidation Trustee will be set forth in the Plan Supplement, including further detail with respect to the Liquidation Trustee's responsibilities and authority, powers and limitations, compensation, and professionals. The Plan Supplement will also contain additional information regarding the establishment and administration of any reserves needed to address Disputed Claims, if any.

F. Liquidation Trustee's Authority and Duties

From and after the Effective Date, the Liquidation Trustee shall serve as trustee of the Liquidation Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Liquidation Trust Agreement.

Among other things, the Liquidation Trustee shall:

(i) hold and administer the Estates' assets, all of which shall be automatically transferred to the Liquidation Trust, including the Causes of Action;

(ii) have the sole authority and discretion on behalf of the Liquidation Trust to evaluate and determine strategy with respect to the Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Causes of Action on behalf of the Liquidation Trust on any terms and conditions as it may determine in good faith based on the best interests of General Unsecured Creditors;

(iii) have the power and authority to retain, as an expense of the Liquidation Trust, attorneys, advisors, other professionals and employees as may be

appropriate to perform the duties required of the Liquidation Trustee hereunder or in the Liquidation Trust Agreement;

(iv) make distributions to creditors as provided in the Liquidation Trust Agreement and the Plan,

(v) have the right to receive reasonable compensation for performing services as the Liquidation Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidation Trustee in performing the duties and responsibilities required under the Plan and the Liquidation Trust Agreement;

(vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth herein;

(vii) be considered an estate representative as provided for under section 1123 of the Bankruptcy Code with respect to the assets placed in the Liquidation Trust;

(viii) handle the ~~Wind-Down~~**Wind Down** and the Plan Administration Process as set forth below and in accordance with the Plan; and

(ix) have the right to provide periodic reports and updates to creditors regarding the status of the administration of the Estates' assets, including the Causes of Action.

G. ~~*Inter-Debtor Transfers of Funds*~~***[Reserved]***

~~**The Debtors and the Liquidating Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Liquidating Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of this Plan.**~~

H. ~~*Cancellation of Securities and Agreements*~~***[Reserved]***

~~**On the Effective Date, except as otherwise specifically provided for in this Plan, the Confirmation Order, the Scilex Stock Sale Order or any other sale(s) effectuated during the pendency of the Debtors' Chapter 11 Cases (if any), or any contract, instrument, or other agreement or document entered into or delivered in connection with this Plan: (1) the obligations of the Debtors under the DIP Facilities, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest (except such Certificates, notes or other instruments or documents evidencing ownership interests, indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to this Plan, if any),**~~

~~shall be cancelled and of no force or effect solely as to the Debtors, the Liquidating Debtors, or the Liquidation Trustee, as applicable, and they shall not have any continuing obligations thereunder without any further action on the part of the Debtors, the Liquidating Debtors, or the Liquidation Trustee; and (2) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, Certificates, notes or other instruments evidencing ownership interests, indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to this Plan) shall be released.~~

I. ~~*Wind-Down*~~*[Reserved]*

~~On and after the Effective Date, the Liquidating Debtors shall (1) continue in existence for the limited purposes of (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (b) resolving Disputed Claims as provided hereunder, (c) paying Allowed Claims as provided hereunder, (d) filing appropriate tax returns, (e) complying with their continuing obligations under any applicable post-petition agreements governing a sale of the Debtors' assets, including any transition services under any asset purchase agreements, and (f) administering the Plan in an efficacious manner; and (2) thereafter liquidate and dissolve as set forth in the Plan. The Liquidation Trustee (or an appointee thereof) shall carry out these actions for the Debtors in accordance with the Plan and the Liquidation Trust Agreement. The foregoing shall be funded by the Liquidation Trust and assets thereof.~~

J. *Plan Administration*

~~On the Effective Date, other than the Liquidation Trustee and any other personnel retained by the Liquidating Debtors or the Liquidation Trustee, all directors, managers, members, officers, and employees of the Debtors shall be deemed to have resigned. On and after the Effective Date, except as otherwise provided in this Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall serve as the Liquidating Debtors' sole director, manager, officer, and member, as applicable, and shall have sole authority to act on behalf of the Liquidating Debtors with respect to the Wind-Down and the Plan Administration Process. The certificates of formation, operating agreements, articles of incorporation, and other organizational or governing documents of the Liquidating Debtors shall be deemed amended by the Plan to permit and authorize the appointment of the Liquidation Trustee in accordance with this Plan.~~

On and after the Effective Date, except as otherwise provided in this Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall have sole authority to act on behalf of the Estates with respect to the Wind Down and Plan Administration Process.

K. Corporate Action

Upon the Effective Date, all actions contemplated under this Plan shall be deemed authorized and approved in all respects. All matters provided for in this Plan involving the legal or corporate structure of the Debtors ~~or the Liquidating Debtors~~, and any corporate action required by the Debtors~~, the Liquidating Debtors,~~ and the Liquidation Trust, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, and without any requirement of further action by the security holders, directors, or officers of the Debtors, ~~the Liquidating Debtors,~~ or the Liquidation Trustee, as applicable. ~~On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors, the Liquidating Debtors, or the Liquidation Trustee, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver any agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Liquidating Debtors.~~ The authorizations and approvals contemplated by this paragraph shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Effectuating Documents; Further Transactions

On and after the Effective Date, the ~~Liquidating Debtors and its officers and directors are~~**Liquidation Trustee is** authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan, and the corporate actions and transactions contemplated under this Plan, without the need for any approvals, authorizations or consents except for those expressly required pursuant to this Plan.

M. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to ~~a Liquidating Debtor or to any Entity~~**the Liquidation Trust** pursuant to, in contemplation of or in connection with this Plan or pursuant to: (1) the issuance, distribution, transfer or exchange of any debt, Equity Security or other Equity Interest in the Debtors ~~or the Liquidating Debtors~~; (2) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment or recording of any lease or sublease; or (4) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to

accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

N. Professional Fee Claims Reserve

~~As soon as practicable after the Confirmation~~**On or prior to the Effective** Date, the Debtors shall establish and fund the Professional Fee Claims Reserve with Cash in an amount determined by the Debtors or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which such reserve was established, which amount shall be based on (x) the aggregate amount of Accrued Professional Compensation billed by the Professionals prior to the ~~Confirmation~~**Effective** Date plus (y) an estimate of the aggregate Fee Claims for periods through the ~~Confirmation~~**Effective** Date that have not been billed, as provided to the Debtors by each Professional. Each Professional shall estimate in good faith their Fee Claims for periods that have not been billed as of the ~~Confirmation~~**Effective** Date and shall deliver such good faith estimate to the Debtors no later than five Business Days after the Debtors so request; provided, however, that such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of such Professional's final request for payment of Fee Claims. If a Professional does not provide an estimate, the Debtors shall estimate in good faith the unpaid and unbilled fees and expenses of such Professional through the ~~Confirmation~~**Effective** Date.

The Debtors ~~and the Liquidating Debtors~~ shall not commingle any funds contained in the Professional Fee Claims Reserve and shall use such funds to pay only the Fee Claims, as and when Allowed by a Final Order of the Bankruptcy Court. Except as provided in this Article V.N, ~~after the Confirmation Date,~~ the Debtors ~~and the Liquidating Debtors~~ shall not deposit any other funds or property into the Professional Fee Claims Reserve without further order of the Bankruptcy Court. No Liens or Claims shall encumber the Professional Fee Claims Reserve in any way. The Professional Fee Claims Reserve shall be maintained in trust for the Professionals and shall not be considered property of the ~~Debtors' Estates or the Liquidating Debtors; provided that the Liquidating Debtors shall have a reversionary interest in the Cash, if any, in the Professional Fee Claims Reserve after all Allowed Fee Claims are paid and satisfied in full in Cash in accordance with this Plan, with such amount being returned to the Liquidating Debtors within three Business Days after determination thereof~~**Estates**. The Debtors ~~or the Liquidating Debtors, as applicable,~~ shall maintain records of all deposits to and payments made from the Professional Fee Claims Reserve. To the extent that funds held in the Professional Fee Claims Reserve do not or are unable to satisfy the full amount of any Allowed Fee Claim, the Debtors ~~or the Liquidating Debtors, as applicable,~~**(before the Effective Date) and the Liquidation Trustee (after the Effective Date)** shall, within five Business Days after entry of the Final Order approving such Allowed Fee Claim, pay such Allowed Fee Claim from Cash on hand, without any further action or order of the Bankruptcy Court.

O. Closing the Chapter 11 Cases

As soon as practicable after the Effective Date, when all Disputed Claims have become Allowed or disallowed, the Liquidation Trustee may seek authority from the Bankruptcy Court

to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

As of the Effective Date, the ~~Liquidating Debtors or the~~ Liquidation Trustee may submit a separate order to the Bankruptcy Court under certification of counsel closing the Chapter 11 Case of Scintilla and changing the caption of the Chapter 11 Cases accordingly. Nothing in the Plan shall authorize the closing of any case retroactive to a date that precedes the date any such order is entered. All contested matters and adversary proceedings relating to either of the Debtors, including objections to Claims, shall be filed, administered, and adjudicated in the Remaining Case without the need to reopen the other Chapter 11 Case. Any request for retroactive relief shall be made on motion served on the United States Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the Filing of a motion to close the Chapter 11 Case of Sorrento, the Liquidation Trustee shall file a final report with respect to both of the Chapter 11 Cases.

P. ***Post-Effective-Date Sorrento***

On the Effective Date, Sorrento shall remain a publicly listed entity, *provided* that NewCo shall provide all services and bear all costs, fees, expenses, and the like associated with maintaining Sorrento's public company status and (if NewCo) so elects, terminating Sorrento's public company status and dissolving Sorrento. NewCo hereby indemnifies the Liquidation Trust for any such costs, fees, expenses, and the like that are imposed on the Liquidation Trust in connection with Sorrento's public company status or dissolution.

On the Effective Date, the sole director and officer of Sorrento shall be Henry Ji. On the Effective Date, all persons acting as directors and/or managers of Sorrento that have not been selected as directors and/or managers of Sorrento shall be deemed to have resigned, their appointments shall be rescinded for all purposes, and their respective authority and power, in their capacities as such, shall be revoked, in each case, without the necessity of taking any further action in connection therewith.

If Sorrento undertakes any financing after the Effective Date, proceeds from such financing shall (i) first, be used to pay any fees and expenses in association with the financing and (ii) thereafter, 80% of the remaining net proceeds shall be allocated to the Liquidation Trust for the benefit of Holders of Allowed General Unsecured Claims until such Holders are paid in full in Cash.

ARTICLE VI.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption or Rejection of Executory Contracts and Unexpired Leases*

On the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, if such Executory Contract or Unexpired Lease (i) has not previously been rejected by order of the Bankruptcy Court or is not the subject of a motion to reject on the Confirmation Date; (ii) is not identified in the Plan Supplement as a contract or lease to be assumed pursuant to the Plan; (iii) is not expressly assumed pursuant to the terms of this Plan; (iv) has not expired or terminated by its own terms on or prior to the

Effective Date; or (v) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

Subject to the payment of any Cure Claim (and, if applicable, the provision of adequate assurance of future performance under such Executory Contract or Unexpired Lease), assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting assignment, the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before or on the date that the Debtors assume such Executory Contract or Unexpired Lease.

Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by this Plan shall not (a) be prohibited, restricted or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-debtor party thereunder or (d) entitle the non-debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on or in connection with the Effective Date. The ~~Liquidating~~ Debtors may rely on this Plan and the Confirmation Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease on account of such assumption or on account of this Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to Article VI of the Plan shall revest in and be fully enforceable by the ~~Liquidating~~ Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions and rejections (as applicable) of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, before the Effective Date, the Debtors, and, after the Effective Date, the ~~Liquidating Debtors~~**Liquidation Trust**, shall have the right to amend the Plan Supplement to revise the list of Executory Contracts and Unexpired Leases being assumed or rejected.

B. Assumption of the D&O Liability Insurance Policies and Fiduciary Liability Insurance Policies

The Debtors ~~and, upon the Effective Date, the Liquidation Trust~~ shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors~~, Liquidating Debtors, and/or Liquidation Trust (as applicable)~~ to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the ~~Liquidating~~ Debtors ~~nor the Liquidation Trust (as applicable)~~ shall terminate or otherwise reduce the coverage under any "tail" D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

C. Payments Related to Assumption of Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Claim; (b) the ability of the ~~Liquidating~~ Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the Cure Claims shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contracts or Unexpired Leases; provided, however, that the Debtors ~~or the Liquidating Debtors, as applicable,~~ may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the ~~Liquidating~~ Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors ~~or Liquidating Debtors, as applicable,~~ from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

E. Rejection Damages Claims

All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Bankruptcy Court and served upon counsel for the ~~Liquidating~~ Debtors **(before the Effective Date)** and the Liquidation ~~Trust~~**Trustee (after the Effective Date)** within thirty days after the later of (i) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the Effective Date). Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the ~~Liquidating Debtors, the~~ Estates or the property of the Debtors or the ~~Liquidating Debtors, or the~~ Liquidation Trust.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into or assumed after the Petition Date by any Debtor that are not assigned to any purchaser in connection with a section 363 sale or the Liquidation Trust (or have not otherwise previously been assigned pursuant to a Final Order prior to the Effective Date) shall be considered repudiated by the Debtors as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must file a Proof of Claim within thirty days after the Effective Date in accordance with this Plan or have their rights forever satisfied, settled, and released.

G. Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors ~~or the Liquidating Debtors~~ shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, whether executed before or during the Chapter 11 Cases, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, extension rights, purchase rights and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or the Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the ~~Liquidating~~ Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease

is or was executory or unexpired at the time of assumption or rejection, the Debtors ~~or the Liquidating Debtors, as applicable,~~**before the Effective Date and the Liquidation Trustee after the Effective Date** shall have sixty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts or Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts To Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Equity Interest is not an Allowed Claim or Allowed Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Allowed Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Equity Interest against the Debtors shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Disputed Equity Interests, distributions on account of any such Disputed Claims or Disputed Equity Interests shall be made pursuant to the provisions set forth in this Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Entitlement to Distributions

On the Effective Date, the applicable Disbursing Agent shall be authorized to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. If a Claim, other than one based on a publicly-traded security, is transferred (a) twenty-one or more days before the Distribution Record Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Court, the Disbursing Agent shall make the applicable distributions to the applicable transferee, or (b) twenty or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Court and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

B. Disbursing Agent

Except as otherwise provided herein, all distributions under this Plan shall be made by a Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. In the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust. ~~The Debtors or Liquidation Trustee, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Allowed Claim or Equity Interest that is held in the name of, or by a nominee of, DTC, shall be made as soon as reasonably practicable after the Effective Date.~~

C. Rights and Powers of Disbursing Agent

1. Powers of a Disbursing Agent

A Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof; provided, however, that any such Disbursing Agent shall waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under this Plan to be distributed by such Disbursing Agent.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable and documented compensation and expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidation Trust.

D. Distributions on Account of Claims or Equity Interests Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims or Equity Interests

Distributions made after the Effective Date to Holders of Disputed Claims or Disputed Equity Interests that are not Allowed Claims or Allowed Equity Interests as of the Effective Date but which later become Allowed Claims or Allowed Equity Interests shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Debtors~~, the Liquidating Debtors,~~ **(before the Effective Date)** or the Liquidation ~~Trust/Liquidation~~ Trustee~~, as applicable~~ **(after the Effective Date)**, (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or a Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity

Interest have been resolved by settlement or Final Order and such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Allowed Equity Interest; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim or an Allowed Equity Interest and a Disputed Equity Interest shall not receive any distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to the Disputed Claim or the Disputed Equity Interest have been resolved by settlement or Final Order and the Disputed Claims or the Disputed Equity Interests have been Allowed or disallowed (with only Allowed portions of such Disputed Claims or Disputed Equity Interests remaining).

E. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Claims in Classes 1 and 2, the ~~Liquidating Debtors, the~~ Liquidation Trustee~~,~~ and the Disbursing Agents, as applicable, shall not be required to make distributions or payments of less than $100 (whether Cash or otherwise).

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Equity Interests (if any) at the address for each such Holder as indicated on the Debtors' or Liquidation Trust's records (as applicable) as of the date of any such distribution.

2. Partial Distributions

The ~~Liquidating Debtors~~**Liquidation Trustee or the Disbursing Agent, as applicable,** shall not be required to make partial distributions on account of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

(a) Failure To Claim Undeliverable Distributions

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the later of (i) the Effective Date and (ii) the date of such distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidation Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state or other jurisdiction escheat, abandoned or unclaimed property laws to the contrary), and the Claim or Equity Interest of any Holder to such property or interest in property shall be forever barred. The Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the applicable books and records of the Debtors and the Bankruptcy Court's filings.

(b) Failure To Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within 180 calendar days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 180 days after the issuance of such check shall be forever barred, estopped and enjoined from asserting any such Claim against the Liquidation Trust or their respective property. In such cases, any Cash held for payment on account of such Claims shall be property of the Liquidation Trust, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Liquidation Trust to attempt to locate any Holder of an Allowed Claim.

G. Compliance with Tax Requirements/Allocations

In connection with this Plan, to the extent applicable, the ~~Liquidating~~ Debtors **(before the Effective Date)** and the Liquidation ~~Trust, as applicable,~~**Trustee (after the Effective Date)** shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the ~~Liquidating~~ Debtors, the Liquidation Trust and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The ~~Liquidating~~ Debtors and the Liquidation Trust reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments,

alimony, child support and other spousal awards, Liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the Liquidation Trust and Disbursing Agent, or such other Person designated by the Liquidation Trust and the Disbursing Agent, IRS Form W-9 or, if the payee is a foreign Person, an applicable IRS Form W-8, or any other forms or documents reasonably requested by the Liquidation Trust or the Disbursing Agent to reduce or eliminate any withholding required by a Governmental Unit.

H. Surrender of Canceled Instruments or Securities

As a condition precedent to receiving any distribution under this Plan, each Holder of a Claim ~~or an Equity Interest~~ shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim ~~or Equity Interest~~, and all such surrendered Certificates and other documentations shall be deemed to be canceled ~~pursuant to Article V.H hereto~~, except to the extent otherwise provided herein.

I. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or Liquidation Trustee, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent). To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent) on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or the Liquidation Trustee (as applicable), to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the Effective Date.

2. Claims Payable by Third Parties

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), no Claim or Equity Interest shall be deemed Allowed unless and until such Claim or Equity Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under section 502 of the Bankruptcy Code. Except as expressly provided in any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), on and after the Effective Date, the Liquidation Trust will have and retain any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest as of the Petition Date.

B. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed pursuant to this Plan, and Holders of such Claims may not receive any distributions on account of such Claims and Interests until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Liquidation Trust.

C. Prosecution of Objections to Claims and Equity Interests

The Debtors and the Liquidation Trustee, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections, including Omnibus Objections, to Claims or Equity Interests as permitted under this Plan. From and after the Effective Date, the Liquidation Trustee may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Liquidation Trustee shall administer and adjust the Claims register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval

of the Bankruptcy Court. The Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Claims Estimation

Any Debtor **before the Effective Date** or the Liquidation Trustee **after the Effective Date**, as applicable, may~~, at any time,~~ request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor or Liquidation Trustee has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor or the Liquidation Trust that has been expunged from the claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

E. No Distribution Pending Allowance

If an objection to a Claim is Filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

F. Distributions After Allowance

To the extent that a Disputed Claim or a Disputed Equity Interest ultimately becomes an Allowed Claim or Allowed Equity Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Equity Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Equity Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Equity Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any postpetition interest to be paid on account of such Allowed Claim or Equity Interest.

G. No Interest

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

H. Adjustments to Claims Without Objection

Any duplicate Claim or Equity Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Equity Claim), or any Claim or Equity Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims register by the Liquidation Trust without filing a claim objection and without any further notice or action or any order or approval of the Bankruptcy Court.

I. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

1. The Disclosure Statement shall have been approved as containing "adequate information" under section 1125 of the Bankruptcy Code; and

2. The Bankruptcy Court shall have found that parties in interest received adequate notice of, and an opportunity to be heard as to, the Disclosure Statement, the Plan, and the Combined Hearing.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions are satisfied (or waived pursuant to the provisions of Article IX.C hereof), and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived.

1. Confirmation shall have occurred, and the Confirmation Order shall not have been vacated and shall not be subject to a stay pending appeal;

2. All actions, documents, certificates, deeds, filings, notifications, pleadings, orders, letters, instruments, and agreements necessary to implement this Plan, including the

documents set forth in the Plan Supplement, shall have been effected or executed and delivered to the required parties, in accordance with the Plan (including the Plan Supplement), and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

3. All approvals and consents of Governmental Units that are legally required for the consummation of this Plan and the occurrence of the Effective Date shall have been obtained, shall not be subject to unfulfilled conditions, and shall be in full force and effect;

4. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of this Plan; and

5. The Professional Fee Claims Reserve shall have been established and funded in Cash in accordance with Article V.N.

C. Waiver of Conditions

Each of the conditions to Confirmation and to Consummation set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan.

D. Effect of Nonoccurrence of Conditions

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Equity Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest, or any distribution to be made on account of such Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interest of the Debtors', their Estates and Holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of this Plan, pursuant to section 363 of the

Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the ~~Liquidating Debtors and the~~ Liquidation Trustee ~~(as applicable)~~ may compromise and settle Claims against ~~them~~the Estates and Causes of Action against other Entities.

B. Exculpation

Except as otherwise specifically provided in this Plan, from and after the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Covered Claim, obligation, Cause of Action or liability for any Covered Claim, and in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The exculpation hereunder will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Except as otherwise specifically provided in this Plan, from and after the Effective Date, pursuant to and in accordance with section 1125(e) of the Bankruptcy Code, no Protected Party shall have or incur, and each Protected Party is hereby exculpated from, any Claim, obligation, Cause of Action or liability related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (to the extent applicable).

C. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR CREATED PURSUANT TO THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, EQUITY INTERESTS, OR CAUSES OF ACTION THAT ARE SUBJECT TO EXCULPATION OR SETTLEMENT ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; OR (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY EXCULPATED OR TO BE EXCULPATED OR SETTLED OR TO BE SETTLED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY EXCULPATED PARTY (OR THE PROPERTY OR ESTATE OF ANY SUCH EXCULPATED PARTY). ALL INJUNCTIONS OR STAYS PROVIDED

FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

No Person or Entity (other than the Liquidation Trust, the Liquidation Trustee, or any of its representatives, successors, or assigns) who has held, holds, or may hold Claims, Equity Interests, or Causes of Action may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors~~, the Liquidating Debtors,~~ or the Protected Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Claim, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor~~, Liquidating Debtor, or~~ or Protected Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any ~~Debtor, Liquidating~~ Debtor, Protected Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

D. Setoffs and Recoupment against Holders

Except as otherwise expressly provided for in this Plan, the Debtors or Liquidation Trust, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Equity Interest, may set off or recoup against any Allowed Claim or Allowed Equity Interest and the distributions to be made pursuant to this Plan on account of such Allowed Claim or Allowed Equity Interest (before any distribution is made on account of such Allowed Claim or Allowed Equity Interest), any claims, rights and Causes of Action of any nature that such Debtors or Liquidation Trust, as applicable, may hold against the Holder of such Allowed Claim or Allowed Equity Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to this Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to this Plan shall constitute a waiver or release by such Debtors or the Liquidation Trust (as applicable) of any such claims, rights and Causes of Action that such Debtors or Liquidation Trust (as applicable) may possess against such Holder.

E. Setoffs and Recoupment by Holders

In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to set off any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the thirtieth day after the Effective Date. In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to recoup any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XIV.D of the Plan on or before the thirtieth day after the Effective Date.

Notwithstanding anything to the contrary, nothing shall modify the rights, if any, of any Holder of Claims or any current or former party to an Executory Contract or Unexpired Lease, to assert any right of setoff or recoupment that such party may have under applicable non-bankruptcy law.

F. Release of Liens

Except as otherwise provided in this Plan or in any contract, instrument, release or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall vest in the Liquidation Trust.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR VOTED TO REJECT THIS PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the ~~Debtors, the Liquidating Debtors, the~~ Liquidation Trust, the Liquidation Trustee, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan; *provided, however*, that, from and after the Effective Date, the Liquidation Trustee shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Liquidation Trustee amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide or resolve any and all matters related to Causes of Action, including but not limited to matters relating to the Mediation;

7. adjudicate, decide or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including the establishment of any bar dates, related notices, claim objections, allowance, disallowance, estimation and distribution;

9. enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of this Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with this Plan or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to section 363, 1123 or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of this Plan n or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, or any Entity's obligations incurred in connection with this Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of this Plan;

13. resolve any cases, controversies, suits, disputes or Covered Claims with respect to the exculpation, injunctions and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such exculpation, injunctions and other provisions;

14. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Equity Interest for amounts not timely repaid;

15. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with this Plan or the Disclosure Statement;

17. enter one or more orders or final decrees concluding or closing the Chapter 11 Cases;

18. adjudicate any and all disputes arising from or relating to distributions under this Plan;

19. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. determine requests for the payment of Claims and Equity Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

21. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan;

22. hear and determine matters concerning any tax matters relating to the restructuring, including state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

23. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the injunctions, exculpations, and other provisions set forth in Article X of the Plan;

24. enforce all orders previously entered by the Bankruptcy Court; and

25. hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding the forgoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XII shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIII.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments

Subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors~~, or the Liquidating Debtors, as applicable,~~ may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the

Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation of the Plan

Substantial consummation of this Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiary or guardian, if any, of each Entity.

B. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur (except to the extent expressly provided therein). Neither this Plan, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Plan Supplement or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests before the Effective Date.

C. Further Assurances

The Debtors or the Liquidation Trust, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

D. Service of Documents

Any pleading, notice or other document required by this Plan to be served on or delivered shall be sent by overnight mail to:

If to a Debtor, to:

M3 Advisory Partners
1700 Broadway | 19th Floor
New York, NY 10019
Attn: Mo Meghji (mmeghji@m3-partners.com)
Attn: Seth Herman (sherman@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Caroline Reckler (caroline.reckler@lw.com)
Attn: Ebba Gebisa (ebba.gebisa@lw.com)
Attn: Jonathan Gordon (jonathan.gordon@lw.com)
Telephone: (312) 876-7700

After the Effective Date, the Liquidation Trustee has authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidation Trustee is authorized to limit the list of Entities receiving documents pursuant to a pre-Effective Date request under Bankruptcy Rule 2002 to those Entities who have filed renewed requests pursuant to Bankruptcy Rule 2002.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten Business Days after the date of entry of the Confirmation Order, the Debtors shall serve a notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Combined Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address, provided that the Debtors are unable to ascertain new address information for such Entity after a commercially reasonable search. Mailing of such notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

E. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; provided that any such alteration or interpretation shall be acceptable to the Debtors. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered from time to time prior to the entry of the Confirmation Order, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

F. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Petition Date shall be returned to the ~~Liquidating~~ Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

G. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement

Except as otherwise indicated herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

I. Exhibits

All exhibits hereto (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date to the extent practicable. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.stretto.com/Sorrento or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of securities offered and sold under this Plan (if any), and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale or purchase of the securities offered and sold under this Plan.

K. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon (i) the ~~Debtors, the Liquidating~~ Debtors, the Liquidation Trust, or the Liquidation Trustee, (ii) any and all Holders of Claims and Equity Interests (irrespective of whether Holders

of such Claims or Equity Interests are deemed to have accepted the Plan), (iii) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, (iv) each Entity acquiring property under the Plan and (v) any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

L. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control. In the event of an inconsistency between the Plan (excluding the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall govern and control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of a conflict between any provision of this Plan and the Confirmation Order, the Confirmation Order shall govern and control.

M. Dissolution of the Committees

Each Committee shall dissolve, and the current and former members of each Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases on the Effective Date; *provided* that the Committees and their respective Professionals shall have the right to file, prosecute, review, and object to any applications for approval of Fee Claims filed in accordance with Article II.A.2 hereof.

N. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof. The Debtors or the Liquidation Trustee, as applicable, and all Holders of Claims and Equity Interests receiving distributions pursuant to the Plan (if any) and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

O. Tax Reporting and Compliance

The ~~Liquidating~~ Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

Dated: ~~November 16~~March 4, ~~2023~~2024

Respectfully submitted,

SORRENTO THERAPEUTICS, INC.,
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

SCINTILLA PHARMACEUTICS, INC.
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

Exhibit 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)

SECOND MODIFIED JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

JACKSON WALKER LLP
Matthew D. Cavenaugh
Kristhy M. Peguero
Genevieve M. Graham
1401 McKinney Street, Suite 1900
Houston, TX 77010
Telephone: (713) 752-4200

LATHAM & WATKINS LLP
Caroline A. Reckler
Ebba Gebisa
Jonathan C. Gordon
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700

– and –

Jeffrey E. Bjork
Kimberly A. Posin
Isaac J. Ashworth
335 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234

Dated: March 4, 2024

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 9380 Judicial Drive, San Diego, CA 92121.

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INTRODUCTION

Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc., as debtors in the above-captioned Chapter 11 Cases, propose this joint plan of liquidation under chapter 11 of the Bankruptcy Code.

Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Equity Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of (among other things) the Debtors' history and businesses, as well as a summary of the Plan and certain related matters, including distributions to be made under the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. "*510(b) Equity Claim*" means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

2. "*Accrued Professional Compensation*" means, at any given date, all accrued and/or contingent fees and reimbursable expenses (including, without limitation, success fees in accordance with the applicable engagement letter with the Debtors) for legal, financial advisory, accounting and other professional services rendered on or before the Effective Date by any Professional in the Chapter 11 Cases that are awardable and allowable under section 328, 330(a) or 331 of the Bankruptcy Code, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been Filed for any such amount). To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

3. "*Administrative Claim*" means a Claim (other than a Fee Claim) for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses pursuant to section 328, 330(a) or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of the Judicial Code; (d) compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; (e) the DIP Facility Claims; and (f) the Cure Claims.

4. "*Administrative Claims Bar Date*" means (a) for Administrative Claims arising between the Petition Date and the Confirmation Date, the date that is the 30th day after the Confirmation Date, (b) for Administrative Claims arising between the Confirmation Date and the Effective Date, the date that is the 30th day after the Effective Date, or (c) such other date as is ordered by the Bankruptcy Court.

5. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

6. "*Allowed*" means, with respect to any Claim or Equity Interest (or any portion thereof): (a) any Claim or Equity Interest (i) as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court (including but not limited to the Claims Objection Deadline) and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, either before or after the Effective Date; (b) any Claim or Equity Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or different amount; (c) any Claim or Equity Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors prior to the Effective Date or the Liquidation Trustee after the Effective Date, as applicable; (d) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court; or (e) any Claim or Equity Interest expressly deemed Allowed by this Plan. "Allow," "Allows," and "Allowing" shall have correlative meanings.

7. "*Avoidance Actions*" means any and all Causes of Action which any of the Debtors, the Estates, or other appropriate party in interest has asserted or may assert under section 502, 510, 542, 544, 545, or 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. "*Ballots*" means the ballots accompanying the Disclosure Statement upon which Holders of Claims in the Voting Class shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which Ballots must be actually received by the Solicitation Agent on or before the Voting Deadline as set forth in the Ballot.

9. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of the Judicial Code, the United States District Court for the Southern District of Texas.

11. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court, as each may be amended from time to time.

12. "*Bar Date*" means the applicable date established by the Bankruptcy Court by which respective Proofs of Claims and Interests must be filed.

13. "*Business Day*" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

14. "*Cash*" means the legal tender of the United States of America or the equivalent thereof.

15. "*Causes of Action*" means any action, cause of action (including Avoidance Action), claim, interest, liability, obligation, right, suit, debt, dues, sum of money, damages, reckoning, right to payment and claims, controversy, guaranty, account, covenant, promise, judgment, remedy, demand, setoff, power, privilege, license, defense, recoupment, cross claim, counterclaim, third-party claim, reimbursement claim, indemnity claim, contribution claim or any other claim, whether known or unknown, contingent or non-contingent, matured or unmatured, disputed or undisputed, suspected or unsuspected, liquidated or unliquidated, secured or unsecured, foreseen or unforeseen, direct, derivative, or indirect, choate or inchoate, existing or hereafter arising, in contract or in tort, in law, in equity or pursuant to any other theory of law, whether arising before, on or after the Petition Date and also includes, without limitation: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Equity Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action or state law fraudulent transfer claim.

16. "*Certificate*" means any instrument evidencing a Claim or Equity Interest.

17. "*Change of Control Provision*" means any provision in any agreement, contract, or other document of the Debtors, including any Executory Contract or Unexpired Lease (including, without limitation, any direct or indirect "change in control", "change of control" or "anti-assignment" provision, or provision with words of similar import) that, directly or indirectly, (a) prohibits, restricts or conditions (or purports to prohibit, restrict or condition) (i) any Debtor's (before the Effective Date) or the Liquidation Trustee's (after the Effective Date) assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (ii) the Confirmation or Consummation of this Plan or (b) modifies (or permits the termination or modification of) such Executory Contract or Unexpired Lease or the Debtors' rights or obligations thereunder, including through an increase, acceleration or other alteration of any obligations or liabilities or the creation or imposition of any Lien, as a result of, or is breached by (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's (before the Effective Date) or the Liquidation Trustee's (after the Effective Date) assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, including any conversion of the form of entity of any of the Debtors (before the Effective Date), any change of control or ownership interest composition of the Debtors (before the Effective Date), or any other transactions described in Article V hereof.

18. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against a Debtor.

20. "*Claims Bar Date Order*" means that *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* [Docket No. 856].

21. "*Claims Objection Deadline*" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a)(i) with respect to Administrative Claims, 150 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims, 180 days after the Effective Date, and (b) such other deadline as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

22. "*Class*" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

23. "*Combined Hearing*" means the hearing held by the Bankruptcy Court pursuant to (i) section 1128 of the Bankruptcy Code to consider Confirmation of this Plan and (ii) section 1125 of the Bankruptcy Code to consider approval of the Disclosure Statement on a final basis, as such hearing may be adjourned or continued from time to time.

24. "*Combined Hearing Notice*" means a notice to parties in interest of the date and time of the Combined Hearing, the Combined Objection Deadline, and the Voting Deadline.

25. "*Combined Objection Deadline*" means the deadline by which all objections to final approval of the Disclosure Statement and Confirmation of the Plan.

26. "*Committee*" means any statutory committee (and all subcommittees thereof) appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such committee may be reconstituted from time to time, including the Equity Security Holders' Committee and the Unsecured Creditors' Committee.

27. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

28. "*Confirmation Date*" means November 30, 2023.

29. "*Confirmation Order*" means the order entered by the Bankruptcy Court on November 30, 2023 at Docket Number 1616 confirming the *Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* (dated November 16, 2023), as supplemented by any order of the Bankruptcy Court approving the modifications to such plan, as set forth in this Plan.

30. "*Consummation*" means the occurrence of the Effective Date.

31. "*Covered Claim*" means any Claim or Cause of Action related to any act or omission on or after the Petition Date and prior to the Effective Date in connection with, relating to or arising out of the Debtors' in- or out-of-court restructuring efforts, the Debtors' Chapter 11 Cases, the DIP Facilities, the Mediation, the Scilex Stock Sale and any other section 363 sales by the Debtors, the formulation, preparation, dissemination, negotiation, solicitation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the offering, issuance, sale, and/or distribution of property under this Plan or any other agreement (including any securities, to the extent applicable); provided, however, that Covered Claims shall not include: (i) any act or omission that is determined in a Final Order to have constituted willful misconduct, gross negligence, criminal conduct or fraud, and/or (ii) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court.

32. "*Cure Claim*" means the Claim of any counterparty to any Executory Contract or Unexpired Lease, based upon a monetary default, if any, by any Debtor on such Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

33. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers and officers of the Debtors, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring prior to the Effective Date) for directors', managers' and officers' liability maintained by the Debtors on or before the Effective Date.

34. "*Debtor*" means each of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc.

35. "*DIP Facilities*" means the Replacement DIP Facility, the Senior DIP Facility, the Junior DIP Facility, and the NewCo DIP Facility.

36. "*DIP Facility Claims*" means the Replacement DIP Facility Claims, the Senior DIP Facility Claims, the Junior DIP Facility Claims, and the NewCo DIP Facility.

37. "*DIP Facility Credit Agreements*" means the Replacement DIP Facility Credit Agreement, the Senior DIP Facility Credit Agreement, the Junior DIP Facility Credit Agreement, and the NewCo DIP Note.

38. "*DIP Facility Lenders*" means the Replacement DIP Facility Lender, the Senior DIP Facility Lender, the Junior DIP Facility Lender, and the NewCo DIP Facility Lender.

39. "*DIP Facility Loan Documents*" means the Replacement DIP Facility Loan Documents, the Senior DIP Facility Loan Documents, the Junior DIP Facility Loan Documents, and the NewCo DIP Facility Loan Documents.

40. "*DIP Orders*" means the Replacement DIP Order, the Senior DIP Orders, the Junior DIP Orders, and the NewCo DIP Orders.

41. "*Disbursing Agent*" means, as applicable, the Liquidation Trustee, or the Entity or Entities chosen by the Liquidation Trustee in its sole discretion to make or facilitate distributions pursuant to this Plan.

42. "*Disclosure Statement*" means the disclosure statement filed on October 19, 2023 at Docket Number 1443.

43. "*Disputed*" means, with respect to any Claim or Equity Interest, any Claim or Equity Interest that is not yet Allowed, but that has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order.

44. "*Distribution Record Date*" means the date for determining which Holders of Claims and Equity Interests are eligible to receive initial distributions under the Plan, which date shall be the Confirmation Date.

45. "*Effective Date*" means the date that is the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

46. "*Entity*" means an entity as defined in section 101(15) of the Bankruptcy Code.

47. "*Equity Interest*" means: (a) any Equity Security in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding shares of stock and other ownership interests, together with (i) any options, warrants, or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Entity to purchase or demand the issuance of any of the foregoing in any of the Debtors, and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; and (4) share-appreciation rights; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

48. "*Equity Security*" means an "equity security" as defined in section 101(16) of the Bankruptcy Code.

49. "*Equity Security Holders' Committee*" means the statutory committee of Equity Security Holders appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on April 10, 2023 (as subsequently reconstituted from time to time, including on April 14, 2023) [Docket No. 448].

50. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

51. "*Exculpated Party*" means each of: (a) the Debtors, (b) the Committees, and (c) the Committees' members, in their capacity as such.

52. "*Exculpation*" means the exculpation provision set forth in Article X.B hereof.

53. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

54. "*Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred during the Chapter 11 Cases, through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 502(b)(4), or 503(b)(5) of the Bankruptcy Code.

55. "*File,*" "*Filed*" or "*Filing*" means file, filed or filing in the Chapter 11 Cases with the Bankruptcy Court or other court of competent jurisdiction.

56. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari

or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no stay pending appeal or modification of such order or has otherwise been dismissed with prejudice, provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

57. "*General Administrative Claim*" means any Administrative Claim, other than (i) DIP Facility Claims, (ii) Cure Claims, (iii) Fee Claims, or (iv) a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

58. "*General Unsecured Claim*" means any Claim against any of the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Fee Claim, an Other Secured Claim, an Intercompany Claim, a DIP Facility Claim, or a 510(b) Equity Claim.

59. "*Governmental Unit*" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

60. "*Holder*" means any Person or Entity holding a Claim or an Equity Interest.

61. "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

62. "*Impaired Class*" means a Class that is Impaired.

63. "*Intercompany Claim*" means any Claim held by a Debtor against another Debtor.

64. "*Junior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $20,000,000 provided by the Junior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Junior DIP Facility Credit Agreement.

65. "*Junior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Junior DIP Facility Credit Agreement or any other Junior DIP Facility Loan Documents.

66. "*Junior DIP Facility Credit Agreement*" means that certain Junior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of July 28, 2023, entered into by and among the Debtors, as Borrowers, and the Junior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

67. "*Junior DIP Facility Lender*" means Scilex Holding Company and, if applicable, any successor entity.

68. "*Junior DIP Facility Loan Documents*" means the Junior DIP Facility Credit Agreement, the Junior DIP Orders and all other related agreements and documents executed in connection with the Junior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

69. "*Junior DIP Orders*" means the Junior Interim DIP Order and the Junior Final DIP Order, as applicable.

70. "*Junior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on a final basis [Docket No. 1112].

71. "*Junior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Junior DIP Facility and the use of cash collateral on an interim basis [Docket No. 997].

72. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

73. "*Lien*" means a lien as defined in section 101(37) of the Bankruptcy Code.

74. "*Liquidation Trust*" means the trust that is to be established in accordance with the Plan, the Confirmation Order, and the Liquidation Trust Agreement.

75. "*Liquidation Trust Agreement*" means the document creating and governing the Liquidation Trust (including any ancillary documents expressly referenced and incorporated therein), which shall, to the extent applicable, be included in the Plan Supplement and which may be modified to account for the modifications made to this Plan following the filing of such Plan Supplement.

76. "*Liquidation Trust Assets*" means any and all assets of the Liquidation Trust.

77. "*Liquidation Trust Causes of Action*" means all Causes of Action held by the Estates, each of which shall be transferred from the Debtors to the Liquidation Trust, with further details to be set forth in the Plan Supplement (to the extent applicable).

78. "*Liquidation Trust Recovery*" means the distribution available to Holders of Allowed Claims from the Liquidation Trust Assets, all as set forth in and pursuant to the Liquidation Trust Agreement and the terms herein; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento.

79. "*Liquidation Trustee*" means the trustee of the Liquidation Trust.

80. "*Mediation*" means the mediation conducted in these Chapter 11 Cases by the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas regarding the Chapter 11 Cases generally, including but not limited to various litigation matters between the Debtors and the Nant Parties.

81. "*Mediation Settlement*" means the settlement set forth in the Mediation Settlement Order.

82. "*Mediation Settlement Order*" means the *Order Approving and Implementing Mediation Settlement and Granting Related Relief* [Docket No. 1205], including any exhibits, schedules and supplements thereto.

83. "*Nant Parties*" means Immunotherapy NANTibody, LLC, NantCell, Inc., NantPharma, LLC, and their Related Parties (as defined in the Mediation Settlement Order).

84. "*NewCo*" means Vivasor, Inc.

85. "*NewCo DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $5,000,000 provided by the NewCo DIP Facility Lender on the terms of, and subject to the conditions set forth in, the NewCo DIP Note.

86. "*NewCo DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the NewCo DIP Note or any other NewCo DIP Facility Loan Documents.

87. "*NewCo DIP Note*" means that certain Debtor-In-Possession Term Loan Promissory Note, dated as of March 1, 2024, entered into by and among the Debtors and the NewCo DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

88. "*NewCo DIP Facility Lender*" means MJH Consulting LLC and, if applicable, any successor entity.

89. "*NewCo DIP Facility Loan Documents*" means the NewCo DIP Note, the NewCo DIP Orders and all other related agreements and documents executed in connection with the NewCo DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

90. "*NewCo DIP Orders*" means the NewCo Interim DIP Order and the NewCo Final DIP Order, as applicable.

91. "*NewCo Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on a final basis, entered on or around March 8, 2024.

92. "*NewCo Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the NewCo DIP Facility and the use of cash collateral on an interim basis [Docket No. 1953].

93. "*NewCo Sale*" means the sale of substantially all of the Debtors' assets, pursuant to the NewCo Sale APA.

94. "*NewCo Sale APA*" means the Asset Purchase Agreement by and among Sorrento, Vivasor, Inc., and solely for purposes of Section 6.6 therein, Henry Ji, dated March 8, 2024, which provides for the NewCo Sale.

95. "*Non-Voting Classes*" means, collectively, all Classes other than Class 3.

96. "*Omnibus Objections*" means objections to more than one claim, including objections on the grounds set forth in Bankruptcy Rule 3007(d) or any other grounds, which omnibus objections shall be permitted and approved upon entry of the Confirmation Order.

97. "*Other Priority Claim*" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim, (b) a DIP Facility Claim, or (c) a Priority Tax Claim.

98. "*Other Secured Claim*" means any Secured Claim that is not a DIP Facility Claim or Priority Tax Claim.

99. "*Person*" means a person as defined in section 101(41) of the Bankruptcy Code.

100. "*Petition Date*" means February 13, 2023.

101. "*Plan*" means this *Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code*, dated March 4, 2024, and all exhibits, supplements (including the Plan Supplement), appendices, and schedules hereto (each of which is incorporated herein by reference and made part of the Plan as if set forth herein), in each case, as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

102. "*Plan Administration Process*" means the process of objecting to or Allowing Claims on or after the Effective Date, all in accordance with the Liquidation Trust Agreement.

103. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be Filed on notice to parties-in-interest, including, but not limited to, the following (as applicable): (a) the Liquidation Trust Agreement; (b) the Schedules of assumed or rejected Executory Contracts and Unexpired Leases; (c) the Schedule of D&O Liability Insurance Policies; and (d) the Schedule of Liquidation Trust Causes of Action.

104. "*Plan Supplement Filing Date*" means the date that is the earlier of at least seven days prior to (i) the Voting Deadline and (ii) the Combined Objection Deadline.

105. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

106. "*Pro Rata*" means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in that Class.

107. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Final Order in accordance with section 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

108. *"Professional Fee Claims Reserve"* means a Cash reserve established and maintained by the Debtors to pay in full in Cash Accrued Professional Compensation to the extent Allowed.

109. "*Proof of Claim*" means a proof of Claim Filed against either Debtor in the Chapter 11 Cases.

110. "*Protected Party*" means each of: (a) the Debtors, (b) the Committees, (c) the Committees' members, in their capacity as such, (d) Mohsin Meghji, in his capacity as Chief Restructuring Officer of the Debtors, and (e) the Related Persons of each of the foregoing.

111. "*Reinstated*" means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Equity Interest entitles the Holder of such Claim or Equity Interest so as to leave such Claim or Equity Interest Unimpaired or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Equity Interest to demand or receive accelerated payment of such Claim or Equity Interest after the occurrence of a default: (i) curing any such default that occurred before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim or Equity Interest as such maturity existed before such default; (iii) compensating the Holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim or Equity Interest arises from a failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(B)(1)(A) of the Bankruptcy Code, compensating the Holder of such Claim or Equity Interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Equity Interest entitles the Holder.

112. "*Related Persons*" means, with respect to a Person, each of such Person's financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, and employees (other than current and former directors, officers (other than the Debtors' Chief Restructuring Officer), managers, managing members, principals, partners, members, and observers), each in their capacity as such.

113. "*Remaining Case*" means the Chapter 11 Case of Sorrento Therapeutics, Inc.

114. "*Replacement DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $100,000,000 provided by the

Replacement DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Replacement DIP Facility Credit Agreement.

115. "*Replacement DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Replacement DIP Facility Credit Agreement or any other Replacement DIP Facility Loan Documents.

116. "*Replacement DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of August 9, 2023, entered into by and among the Debtors, as Borrowers, and the Replacement DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

117. "*Replacement DIP Facility Lender*" means Oramed Pharmaceuticals, Inc. and, if applicable, any successor entity.

118. "*Replacement DIP Facility Loan Documents*" means the Replacement DIP Facility Credit Agreement, the Replacement DIP Order, and all other related agreements and documents executed in connection with the Replacement DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

119. "*Replacement DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Replacement DIP Facility and the use of cash collateral on a final basis [Docket No. 1184].

120. "*Scilex Stock Sale*" means the sale approved by the Bankruptcy Court in the Scilex Stock Sale Order.

121. "*Scilex Stock Sale Order*" means the *Order (I) Approving Sale of Scilex Stock to Scilex Holding Company Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Conditionally Vacating the Oramed Sale Order, and (III) Granting Related Relief* [Docket No. 1316], entered by the Bankruptcy Court on September 19, 2023.

122. "*Scintilla*" means Scintilla Pharmaceuticals, Inc.

123. "*Scintilla Equity Interests*" means the Equity Interests in Scintilla immediately prior to the Effective Date.

124. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed as a Secured Claim.

125. "*Secured Claim*" means a Claim that is Secured.

126. "*Senior DIP Facility*" means that certain superpriority secured debtor-in-possession financing facility in an aggregate principal amount of $75,000,000 provided by the Senior DIP Facility Lender on the terms of, and subject to the conditions set forth in, the Senior DIP Facility Credit Agreement.

127. "*Senior DIP Facility Claims*" means any and all Claims on account of, arising under, derived from, or based upon the Senior DIP Facility Credit Agreement or any other Senior DIP Facility Loan Documents.

128. "*Senior DIP Facility Credit Agreement*" means that certain Senior Secured, Super-priority Debtor-In-Possession Loan and Security Agreement, dated as of March 30, 2023, entered into by and among the Debtors, as Borrowers, and the Senior DIP Facility Lender, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

129. "*Senior DIP Facility Lender*" means JMB Capital Partners Lending, LLC and, if applicable, any successor entity.

130. "*Senior DIP Facility Loan Documents*" means the Senior DIP Facility Credit Agreement, the Senior DIP Orders, and all other related agreements and documents executed in connection with the Senior DIP Facility, in each case, as amended, restated, supplemented, or otherwise modified from time to time.

131. "*Senior DIP Orders*" means the Senior Interim DIP Order and the Senior Final DIP Order, as applicable.

132. "*Senior Final DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on a final basis [Docket No. 324].

133. "*Senior Interim DIP Order*" means the order of the Bankruptcy Court authorizing and approving the Senior DIP Facility and the use of cash collateral on an interim basis [Docket No. 113].

134. "*Solicitation Agent*" means Stretto Inc.

135. "*Sorrento*" means Sorrento Therapeutics, Inc.

136. "*Sorrento Equity Interests*" means the Equity Interests in Sorrento immediately prior to the Effective Date.

137. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

138. "*Unimpaired*" means, with respect to a Claim, Equity Interest, or Class of Claims or Interests, not "impaired" within the meaning of section 1124 of the Bankruptcy Code.

139. "*United States Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

140. "*Unsecured Creditors' Committee*" means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee on February 28, 2023 (as subsequently reconstituted from time to time, including on March 28, 2023, June 7, 2023, and July 28, 2023 [Docket Nos. 313, 813, and 1123]).

141. "*Voting Class*" means Class 3.

142. "*Voting Deadline*" means the deadline by which Ballots for accepting or rejecting the Plan must be received by the Solicitation Agent, which is 4:00 p.m. (prevailing Central Time) on November 10, 2023.

143. "*Voting Record Date*" means October 18, 2023.

144. "*Wind-Down*" means the dissolution and liquidation of the Estates after the Effective Date.

B. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) whenever from the context it is appropriate, the words "and" or "or" shall mean "and/or"; (c) unless otherwise specified, any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be in such form and on such terms and conditions; (d) unless otherwise specified, any reference in this Plan to an existing document, schedule or exhibit, whether or not Filed, shall mean such document, schedule or exhibit, as it may have been or may be amended, modified or supplemented; (e) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; (f) unless otherwise specified, all references in this Plan to Articles are references to Articles of this Plan or to this Plan; (g) the words "herein," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (j) unless otherwise set forth in this Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in this Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended

from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by the Liquidation Trustee in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order or approval of the Bankruptcy Court or any other Entity.

C. Computation of Time

In computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply. If a payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act shall instead occur on the next succeeding Business Day but shall be deemed to have occurred as of the required date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of this Plan, any agreements, documents, instruments or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors shall be governed by the laws of the state of incorporation of the applicable Debtor.

E. Reference to Monetary Figures

All references in this Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.

ADMINISTRATIVE CLAIMS, DIP FACILITY CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, have not been classified and thus are excluded from the Classes of Claims and Equity Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Except as otherwise provided in this Plan, unless previously Filed or paid, requests for payment of Administrative Claims must be Filed and served on the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) pursuant to the procedures specified in (a) the Confirmation Order and (b) the notice of entry of the Confirmation Order and the occurrence of the Effective Date, in each case of (a) and (b) as applicable, no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to Fee Claims or

Claims arising under section 503(b)(1)(D) of the Bankruptcy Code or to the Bankruptcy Court or United States Trustee as the Holders of Administrative Claims. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors and the Liquidation Trustee (each as applicable) and their respective Estates (as applicable) and property. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.C hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the deadline therein for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Except with respect to Administrative Claims that are Fee Claims or DIP Facility Claims, and except to the extent that a Holder of an Allowed Administrative Claim and the applicable Debtor before the Effective Date and the Liquidation Trustee after the Effective Date agree to less favorable treatment for such Holder, each Holder of an Allowed Administrative Claim shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Administrative Claim becomes Allowed, and (c) the date on which such Allowed Administrative Claim becomes due and payable in the ordinary course of business, at the option of the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date, one of the following treatments: (1) payment in full in Cash or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code; provided, however, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' business prior to the Effective Date shall be paid in full in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to, such Allowed Administrative Claims.

2. Fee Claims

Each Professional asserting a Fee Claim for services rendered on or before the Effective Date must File and serve on the Debtors (before the Effective Date), the Liquidation Trustee (after the Effective Date) and such other Entities who are designated in the Confirmation Order an application for final Allowance of such Fee Claim no later than 60 days after the Effective Date. Objections to any Fee Claim must be Filed and served on the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) and the requesting Professional no later than 21 days after such final application for Allowance of such Fee Claim is Filed with the Bankruptcy Court. Each Holder of an Allowed Fee Claim shall be paid in full in Cash any Allowed Accrued Professional Compensation, including from funds held in the Professional Fee Claims Reserve, within five Business Days after entry of a Final Order of the Bankruptcy Court approving such amounts. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claims Reserve to satisfy in full Allowed Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Allowed Fee Claims due and payable by the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date), as the amounts in the Professional Fee Claims Reserve are solely estimates. To the extent

necessary, this Plan and the Confirmation Order shall amend and supersede any previously entered order regarding the payment of Fee Claims.

Except as otherwise specifically provided in this Plan, on and after the Effective Date, the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) (subject to the Liquidation Trust Agreement), as applicable, may, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, and other fees and expenses of the Professionals or other Entities related to implementation and Consummation of this Plan incurred by the Liquidation Trustee after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, the Liquidation Trustee (subject to the Liquidation Trust Agreement) may employ any Professional or other Entity in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

B. DIP Facility Claims

The Senior DIP Facility Claims were paid in full on August 9, 2023. In connection with and pursuant to the terms of the Scilex Stock Sale: (i) Scilex Holding Company assumed the Debtors' obligations under the Replacement DIP Facility; and (ii) Scilex Holding Company credit bid in full the Junior DIP Facility Claims. The NewCo DIP Facility Claims were credit bid and satisfied in full in connection with the NewCo Sale.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date agree to less favorable treatment for such Claim or such Claim has been paid by the Debtors prior to the Effective Date, on or as soon as reasonably practicable after the latest to occur of (a) the Effective Date, (b) the date on which such Priority Tax Claim becomes Allowed, (c) the date on which such Allowed Priority Tax Claim becomes due and payable in the ordinary course of business, and (d) such other date as may be mutually agreed to by and among such Holder and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date, in full and final satisfaction, settlement, and release of, and in exchange for, each Allowed Priority Tax Claim, at the Debtors' option before the Effective Date and the Liquidation Trustee's option after the Effective Date, each Holder of such Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such Holder and the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date or otherwise determined by an order of the Bankruptcy Court. To the extent any Priority Tax Claim is not due and owing on the Effective Date, after such Claim becomes Allowed, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors before

the Effective Date and the Liquidation Trustee after the Effective Date and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business.

On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date) (or the Disbursing Agent on behalf of the Debtors or the Liquidation Trustee, as applicable) for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

Prior to the Effective Date, the Debtors shall timely File reports for each month (including any fraction thereof) when they become due, in a form reasonably acceptable to the U.S. Trustee. On and after the Effective Date, the Liquidation Trustee (or the Disbursing Agent on behalf of the Liquidation Trustee) shall timely File reports for each quarter (including any fraction thereof) in a form reasonably acceptable to the U.S. Trustee.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Introduction

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Equity Interests in the Debtors. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released or otherwise satisfied prior to the Effective Date.

This Plan, though proposed jointly, constitutes a separate plan proposed by each Debtor. The categories of Claims and Equity Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. Therefore, the classifications set forth in Article III.B herein apply separately with respect to each Plan proposed by each Debtor. If there are no Claims or Equity Interests in a particular Class for a particular Debtor, then such Class of Claims or Equity Interests shall not exist for all purposes of this Plan for that Debtor.

B. Summary of Classification

The classification of Claims and Equity Interests against the Debtors pursuant to this Plan is as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept / Deemed to Reject)
5	Scintilla Equity Interests	Unimpaired	Not Entitled to Vote (Presumed to Accept)
6	Sorrento Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Claims and Equity Interests

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 1A, Class 1B, and so on), so that each Holder of any Other Priority Claim against such Debtor is in a Class by itself, except to the extent that there are Other Priority Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Priority Claim and the Debtors agree to less favorable

treatment of such Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, on the latest to occur of (a) the Effective Date, (b) the date on which such Other Priority Claim becomes Allowed, and (c) the date on which such Allowed Other Priority Claim becomes due and payable in the ordinary course of business, at the option of the Debtors, one of the following treatments: (1) be paid in full in Cash or (2) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Voting*: Class 1 is Unimpaired. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims. This Class will be further divided into subclasses designated by letters of the alphabet (Class 2A, Class 2B, and so on), so that each Holder of any Other Secured Claim against such Debtor is in a Class by itself, except to the extent that there are Other Secured Claims that are substantially similar to each other and may be included within a single Class.

(b) *Treatment*: Except to the extent a Holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or the Holder of an Allowed Other Secured Claim and the Debtors agree to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed Other Secured Claim, in the discretion of the Debtors, one of the following alternative treatments:

(i) payment of the Allowed Other Secured Claim in full in Cash on the latest to occur of (A) the Effective Date or as soon as reasonably practicable thereafter, (B) as soon as reasonably practicable after the date on which such Other Secured Claim becomes Allowed, and (C) as soon as reasonably practicable after the date on which such Allowed Other Secured Claim becomes due and payable in the ordinary course of business;

(ii) delivery to the Holder of the Allowed Other Secured Claim of the collateral securing such Allowed Other Secured Claim;

(iii) Reinstatement pursuant to section 1124(2) of the Bankruptcy Code, including retention of such Holder's Lien on the collateral securing such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 2 is Unimpaired. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan.

3. Class 3 – General Unsecured Claims

(a) *Classification*: Class 3 consists of all General Unsecured Claims.

Treatment: Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment on account of such Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed General Unsecured Claim, on or as soon as practicable after the Effective Date or when such obligation becomes due in the ordinary course of business in accordance with applicable law or the terms of any agreement that governs such Allowed General Unsecured Claim, whichever is later, its Pro Rata share of the Liquidation Trust Recovery.

(b) *Voting*: Class 3 is Impaired. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Intercompany Claims

(a) *Classification*: Class 4 consists of all Intercompany Claims.

(b) *Treatment*: No property will be distributed to the Holders of Intercompany Claims. On the Effective Date, each Intercompany Claim shall either be, at the discretion of the Debtors, (i) Reinstated, or (ii) cancelled and extinguished, or otherwise adjusted, set off, or released with no recovery on account of such Claim.

(c) *Voting*: Class 4 is either: (i) Unimpaired and Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and not receiving any distribution under the Plan and Holders of Allowed Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of such Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

5. Class 5 – Scintilla Equity Interests

(a) *Classification*: Class 5 consists of the Scintilla Equity Interests.

(b) *Treatment*: No property will be distributed to the Holders of Scintilla Equity Interests. All Scintilla Equity Interests shall remain effective and outstanding on the Effective Date for administrative convenience and shall be owned and held by the same applicable Entity that held and/or owned such Scintilla Equity Interests immediately prior to the Effective Date.

(c) *Voting*: Class 5 is Unimpaired and the Holder of the Scintilla Equity Interests is conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holder of the Scintilla Equity Interests in Class 5 is not entitled to vote to accept or reject this Plan.

6. Class 6 – Sorrento Equity Interests

(a) *Classification*: Class 6 consists of the Sorrento Equity Interests.

(b) *Treatment*: All Sorrento Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Entity that held and/or owned such Sorrento Equity Interests immediately prior to the Effective Date. After Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento.

(c) *Voting*: Class 6 is Impaired. Holders of Sorrento Equity Interests are deemed to reject this Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall limit or affect the Debtors' or Liquidation Trustee's rights and defenses in respect of any Claim or Equity Interest that is Unimpaired under this Plan, including, without limitation, all rights in respect of (1) legal and equitable defenses to, (2) setoff or recoupment against or (3) counter-claims with respect to any such Unimpaired Claims and Equity Interests.

ARTICLE IV.

ACCEPTANCE REQUIREMENTS

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of Allowed Claims in such Class actually voting have voted to accept the Plan. Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy

Code, an Impaired Class of Equity Interests has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Equity Interests in such Class actually voting have voted to accept the Plan.

A. Acceptance or Rejection of this Plan

1. Voting Class

Class 3 is Impaired under this Plan and is entitled to vote to accept or reject this Plan.

2. Presumed Acceptance of this Plan

Classes 1, 2, and 5 are Unimpaired under this Plan and Holders of Claims or Equity Interests in such Classes are, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Class 6 is Impaired under this Plan and deemed to have rejected the Plan pursuant to Section 1126(g).

4. Presumed Acceptance or Deemed Rejection of this Plan

Class 4 Claims are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote on the Plan, and the votes of such Holders shall not be solicited.

B. Confirmation of This Plan Pursuant to Sections 1129(a)(10) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class not counting the votes of any insiders.

C. Subordination

The allowance, classification, and treatment of all Allowed Claims and Equity Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Liquidation Trustee (in connection with the Plan Administration Process and subject to the Liquidation Trust Agreement) reserves the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

D. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Combined Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (i.e., no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. Intercompany Claims

To the extent Reinstated under the Plan, any distributions on account of Intercompany Claims are not being received by Holders of such Intercompany Claims on account of their Intercompany Claims but for the purposes of administrative convenience.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Consideration for Plan Distributions

On the Effective Date, the Debtors shall make Distributions in accordance with the Plan to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Other Secured Claims that are due and payable as of the Effective Date using Cash on hand. Upon completion of such Distributions, on the Effective Date, the Debtors shall transfer to the Liquidation Trust any remaining Cash (if any), the Liquidation Trust Causes of Action, and all other Liquidation Trust Assets (if any). After the Effective Date, the Liquidation Trustee shall make Distributions from the Liquidation Trust Assets on account of Allowed Claims in accordance with the Plan and the Liquidation Trust Agreement. The Liquidation Trust Agreement will contain additional information regarding the funding of the Liquidation Trust, including in connection with the funding of any reserve needed to address Disputed Claims, as applicable.

B. Creation of the Liquidation Trust

A Liquidation Trust will be created on the Effective Date. As of the Effective Date, each Claim against the Debtors shall be deemed satisfied, settled, and released as to the Debtors as provided with respect to each such Claim under this Plan, and except as otherwise set forth in this Plan or other Final Orders of the Bankruptcy Court, any Holder of an Allowed Disputed Claim against the Debtors will have recourse solely to the Liquidation Trust Assets for the payment of any such Claim that is Allowed or becomes Allowed in accordance with the Plan and the Liquidation Trust Agreement; *provided, however,* the recovery provided to any Holder of a Claim that is Allowed or becomes Allowed shall be limited to and consistent with the terms of the Plan.

Additional information regarding the Liquidation Trust will be set forth in the Plan Supplement, including with respect to the Liquidation Trust's creation, funding, administration, assets, liabilities, tax treatment, and related matters.

C. Transfer and Vesting of Assets to Liquidation Trust

Notwithstanding any prohibition of assignability under applicable non-bankruptcy law, on the Effective Date and periodically thereafter if additional assets become available, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title and interest in and to all of the Estates' assets, including Causes of Action and any assets and rights under the NewCo Sale APA (including but not limited to the Allocation, as defined therein) and including the Debtors' rights and obligations with respect to the Virex Option (as defined in, and pursuant to the terms of, the NewCo Sale APA), but excluding Sorrento Equity Interests and any obligations related to the public listing thereof (such as reporting obligations with the U.S. Securities and Exchange Commission). In accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically irrevocably vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to Allowed Claims until paid in full, as set forth in the Plan, and the reasonable fees and expenses of administering the applicable Liquidation Trust, including, without limitation, the reasonable fees and expenses of its Liquidation Trustee, as provided in the Liquidation Trust Agreement. Thereupon, the Debtors shall have no interest in or with respect to such additional assets or the Liquidation Trust.

In connection with the vesting and transfer of assets to the Liquidation Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities.

D. Preservation of Confidences and Attorney-Client Privilege

To effectively investigate, defend or pursue the Liquidation Trust's assets, including the Causes of Action, the Debtors, the Liquidation Trust, the Liquidation Trustee and all respective counsel thereto, must be able to exchange information with each other on a confidential basis and cooperate in common interest efforts without waiving any applicable privilege. Given the common interests of the parties and the Liquidation Trust's position as successor to the Estates' assets, including the Causes of Action, sharing such information in the manner described in the previous sentence shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information.

E. Liquidation Trustee

On the Effective Date, the Liquidation Trustee shall be the sole authorized representative and signatory of the Liquidation Trust Agreement (if any), with authority to render all services necessary to effectuate the terms of this Plan as they relate to the Liquidation Trust. From and after the Effective Date, the Liquidation Trustee shall be deemed to have been appointed as the representative of each of the Estates by the Bankruptcy Court pursuant to section 1123(b)(3)(B) of the Bankruptcy Code except to the extent limited by the Liquidation Trust Agreement.

The powers, authority, responsibilities, and duties of the Liquidation Trustee shall be governed by this Plan, the Confirmation Order, and the Liquidation Trust Agreement. The duty

of the Liquidation Trustee shall be to maximize the assets of the Estates for the benefit of Holders of Allowed Claims; *provided* that after Allowed Claims have been paid in full in Cash, any remaining Liquidation Trust Assets shall be distributed to Sorrento or, if Sorrento has been dissolved, to the then-existing equity holders of Sorrento. The Liquidation Trustee shall have no duty to the Debtors.

The Liquidation Trustee may execute, deliver, file, or record such documents, instruments, releases, and other agreements, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan as they relate to the Liquidation Trust.

The Unsecured Creditors' Committee shall select the Liquidation Trustee, and its identity shall be disclosed by the Debtors at or prior to the Combined Hearing. Any successor Liquidation Trustee shall be appointed pursuant to the Liquidation Trust Agreement.

Additional information regarding the Liquidation Trustee will be set forth in the Plan Supplement, including further detail with respect to the Liquidation Trustee's responsibilities and authority, powers and limitations, compensation, and professionals. The Plan Supplement will also contain additional information regarding the establishment and administration of any reserves needed to address Disputed Claims, if any.

F. Liquidation Trustee's Authority and Duties

From and after the Effective Date, the Liquidation Trustee shall serve as trustee of the Liquidation Trust, and shall have all powers, rights and duties of a trustee, as set forth in the Liquidation Trust Agreement.

Among other things, the Liquidation Trustee shall:

(i) hold and administer the Estates' assets, all of which shall be automatically transferred to the Liquidation Trust, including the Causes of Action;

(ii) have the sole authority and discretion on behalf of the Liquidation Trust to evaluate and determine strategy with respect to the Causes of Action, and to litigate, settle, transfer, release or abandon and/or compromise in any manner any and all such Causes of Action on behalf of the Liquidation Trust on any terms and conditions as it may determine in good faith based on the best interests of General Unsecured Creditors;

(iii) have the power and authority to retain, as an expense of the Liquidation Trust, attorneys, advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidation Trustee hereunder or in the Liquidation Trust Agreement;

(iv) make distributions to creditors as provided in the Liquidation Trust Agreement and the Plan,

(v) have the right to receive reasonable compensation for performing services as the Liquidation Trustee and to pay the reasonable fees, costs and expenses of any counsel, professionals, advisors or employees as may be necessary to assist the Liquidation Trustee in performing the duties and responsibilities required under the Plan and the Liquidation Trust Agreement;

(vi) file, litigate, settle, compromise or withdraw objections to Claims as set forth herein;

(vii) be considered an estate representative as provided for under section 1123 of the Bankruptcy Code with respect to the assets placed in the Liquidation Trust;

(viii) handle the Wind Down and the Plan Administration Process as set forth below and in accordance with the Plan; and

(ix) have the right to provide periodic reports and updates to creditors regarding the status of the administration of the Estates' assets, including the Causes of Action.

G. [Reserved]

H. [Reserved]

I. [Reserved]

J. Plan Administration

On and after the Effective Date, except as otherwise provided in this Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall have sole authority to act on behalf of the Estates with respect to the Wind Down and Plan Administration Process.

K. Corporate Action

Upon the Effective Date, all actions contemplated under this Plan shall be deemed authorized and approved in all respects. All matters provided for in this Plan involving the legal or corporate structure of the Debtors, and any corporate action required by the Debtors and the Liquidation Trust, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, and without any requirement of further action by the security holders, directors, or officers of the Debtors, or the Liquidation Trustee, as applicable. The authorizations

and approvals contemplated by this paragraph shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Effectuating Documents; Further Transactions

On and after the Effective Date, the Liquidation Trustee is authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan, and the corporate actions and transactions contemplated under this Plan, without the need for any approvals, authorizations or consents except for those expressly required pursuant to this Plan.

M. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to the Liquidation Trust pursuant to, in contemplation of or in connection with this Plan or pursuant to: (1) the issuance, distribution, transfer or exchange of any debt, Equity Security or other Equity Interest in the Debtors; (2) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment or recording of any lease or sublease; or (4) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by or in any way related to this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

N. Professional Fee Claims Reserve

On or prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Claims Reserve with Cash in an amount determined by the Debtors or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the obligations and liabilities for which such reserve was established, which amount shall be based on (x) the aggregate amount of Accrued Professional Compensation billed by the Professionals prior to the Effective Date plus (y) an estimate of the aggregate Fee Claims for periods through the Effective Date that have not been billed, as provided to the Debtors by each Professional. Each Professional shall estimate in good faith their Fee Claims for periods that have not been billed as of the Effective Date and shall deliver such good faith estimate to the Debtors no later than five Business Days after the Debtors so request; provided, however, that such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of such Professional's final request for payment of Fee Claims. If a Professional does not provide an estimate, the Debtors shall estimate

in good faith the unpaid and unbilled fees and expenses of such Professional through the Effective Date.

The Debtors shall not commingle any funds contained in the Professional Fee Claims Reserve and shall use such funds to pay only the Fee Claims, as and when Allowed by a Final Order of the Bankruptcy Court. Except as provided in this Article V.N, the Debtors shall not deposit any other funds or property into the Professional Fee Claims Reserve without further order of the Bankruptcy Court. No Liens or Claims shall encumber the Professional Fee Claims Reserve in any way. The Professional Fee Claims Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Estates. The Debtors shall maintain records of all deposits to and payments made from the Professional Fee Claims Reserve. To the extent that funds held in the Professional Fee Claims Reserve do not or are unable to satisfy the full amount of any Allowed Fee Claim, the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) shall, within five Business Days after entry of the Final Order approving such Allowed Fee Claim, pay such Allowed Fee Claim from Cash on hand, without any further action or order of the Bankruptcy Court.

O. Closing the Chapter 11 Cases

As soon as practicable after the Effective Date, when all Disputed Claims have become Allowed or disallowed, the Liquidation Trustee may seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

As of the Effective Date, the Liquidation Trustee may submit a separate order to the Bankruptcy Court under certification of counsel closing the Chapter 11 Case of Scintilla and changing the caption of the Chapter 11 Cases accordingly. Nothing in the Plan shall authorize the closing of any case retroactive to a date that precedes the date any such order is entered. All contested matters and adversary proceedings relating to either of the Debtors, including objections to Claims, shall be filed, administered, and adjudicated in the Remaining Case without the need to reopen the other Chapter 11 Case. Any request for retroactive relief shall be made on motion served on the United States Trustee, and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the Filing of a motion to close the Chapter 11 Case of Sorrento, the Liquidation Trustee shall file a final report with respect to both of the Chapter 11 Cases.

P. Post-Effective-Date Sorrento

On the Effective Date, Sorrento shall remain a publicly listed entity, *provided* that NewCo shall provide all services and bear all costs, fees, expenses, and the like associated with maintaining Sorrento's public company status and (if NewCo) so elects, terminating Sorrento's public company status and dissolving Sorrento. NewCo hereby indemnifies the Liquidation Trust for any such costs, fees, expenses, and the like that are imposed on the Liquidation Trust in connection with Sorrento's public company status or dissolution.

On the Effective Date, the sole director and officer of Sorrento shall be Henry Ji. On the Effective Date, all persons acting as directors and/or managers of Sorrento that have not been selected as directors and/or managers of Sorrento shall be deemed to have resigned, their

appointments shall be rescinded for all purposes, and their respective authority and power, in their capacities as such, shall be revoked, in each case, without the necessity of taking any further action in connection therewith.

If Sorrento undertakes any financing after the Effective Date, proceeds from such financing shall (i) first, be used to pay any fees and expenses in association with the financing and (ii) thereafter, 80% of the remaining net proceeds shall be allocated to the Liquidation Trust for the benefit of Holders of Allowed General Unsecured Claims until such Holders are paid in full in Cash.

ARTICLE VI.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption or Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, if such Executory Contract or Unexpired Lease (i) has not previously been rejected by order of the Bankruptcy Court or is not the subject of a motion to reject on the Confirmation Date; (ii) is not identified in the Plan Supplement as a contract or lease to be assumed pursuant to the Plan; (iii) is not expressly assumed pursuant to the terms of this Plan; (iv) has not expired or terminated by its own terms on or prior to the Effective Date; or (v) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

Subject to the payment of any Cure Claim (and, if applicable, the provision of adequate assurance of future performance under such Executory Contract or Unexpired Lease), assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting assignment, the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before or on the date that the Debtors assume such Executory Contract or Unexpired Lease.

Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by this Plan shall not (a) be prohibited, restricted or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-debtor party thereunder or (d) entitle the non-debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on or in connection

with the Effective Date. The Debtors may rely on this Plan and the Confirmation Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease on account of such assumption or on account of this Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to Article VI of the Plan shall revest in and be fully enforceable by the Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions and rejections (as applicable) of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, before the Effective Date, the Debtors, and, after the Effective Date, the Liquidation Trust, shall have the right to amend the Plan Supplement to revise the list of Executory Contracts and Unexpired Leases being assumed or rejected.

B. Assumption of the D&O Liability Insurance Policies and Fiduciary Liability Insurance Policies

The Debtors shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Debtors shall terminate or otherwise reduce the coverage under any "tail" D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

C. Payments Related to Assumption of Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (a) the amount of any Cure Claim; (b) the ability of the Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (c) any other matter pertaining to assumption, the Cure Claims shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contracts or Unexpired

Leases; provided, however, that the Debtors may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

E. Rejection Damages Claims

All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be Filed with the clerk of the Bankruptcy Court and served upon counsel for the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) within thirty days after the later of (i) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving the rejection of such Executory Contract or Unexpired Lease and (ii) the effective date of such rejection (including the Effective Date). Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 3 General Unsecured Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates or the property of the Debtors or the Liquidation Trust.

F. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into or assumed after the Petition Date by any Debtor that are not assigned to any purchaser in connection with a section 363 sale or the Liquidation Trust (or have not otherwise previously been assigned pursuant to a Final Order prior to the Effective Date) shall be considered repudiated by the Debtors as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must file a Proof of Claim within thirty days after the Effective Date in accordance with this Plan or have their rights forever satisfied, settled, and released.

G. Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, whether executed before or during the Chapter 11 Cases, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, extension rights, purchase rights and any

other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under this Plan.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or the Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

H. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors before the Effective Date and the Liquidation Trustee after the Effective Date shall have sixty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts or Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts To Be Distributed; Entitlement to Distributions

1. Timing and Calculation of Amounts To Be Distributed

Unless otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Equity Interest is not an Allowed Claim or Allowed Equity Interest on the Effective Date, on the date that such Claim or Equity Interest becomes an Allowed Claim or Allowed Equity Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Equity Interest against the Debtors shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Equity Interests in the applicable Class. If and to the extent that there are Disputed Claims or Disputed Equity Interests, distributions on account of any such Disputed Claims or Disputed Equity Interests shall be made pursuant to the provisions set forth in this Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Entitlement to Distributions

On the Effective Date, the applicable Disbursing Agent shall be authorized to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. If a Claim, other than one based on a publicly-traded security, is transferred (a) twenty-one or more days before the Distribution Record Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Court, the Disbursing Agent shall make the applicable distributions to the applicable transferee, or (b) twenty or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Court and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

B. Disbursing Agent

Except as otherwise provided herein, all distributions under this Plan shall be made by a Disbursing Agent. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. In the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Liquidation Trust.

C. Rights and Powers of Disbursing Agent

1. Powers of a Disbursing Agent

A Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof; provided, however, that any such Disbursing Agent shall waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under this Plan to be distributed by such Disbursing Agent.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable and documented compensation and expense reimbursement claims (including reasonable and documented attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Liquidation Trust.

D. Distributions on Account of Claims or Equity Interests Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims or Equity Interests

Distributions made after the Effective Date to Holders of Disputed Claims or Disputed Equity Interests that are not Allowed Claims or Allowed Equity Interests as of the Effective Date but which later become Allowed Claims or Allowed Equity Interests shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims and Disputed Equity Interests

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Debtors (before the Effective Date) or the Liquidation Trustee (after the Effective Date), (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or a Disputed Equity Interest until all such disputes in connection with such Disputed Claim or Disputed Equity Interest have been resolved by settlement or Final Order and such Disputed Claim or Disputed Equity Interest becomes an Allowed Claim or Allowed Equity Interest; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim or an Allowed Equity Interest and a Disputed Equity Interest shall not receive any distribution on the Allowed Claim or Allowed Equity Interest unless and until all objections to the Disputed Claim or the Disputed Equity Interest have been resolved by settlement or Final Order and the Disputed Claims or the Disputed Equity Interests have been Allowed or disallowed (with only Allowed portions of such Disputed Claims or Disputed Equity Interests remaining).

E. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Claims in Classes 1 and 2, the Liquidation Trustee and the Disbursing Agents, as applicable, shall not be required to make distributions or payments of less than $100 (whether Cash or otherwise).

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims and Allowed Equity Interests (if any) at the address for each such Holder as indicated on the Debtors' or Liquidation Trust's records (as applicable) as of the date of any such distribution.

2. Partial Distributions

The Liquidation Trustee or the Disbursing Agent, as applicable, shall not be required to make partial distributions on account of Allowed Claims.

3. Undeliverable Distributions and Unclaimed Property

(a) Failure To Claim Undeliverable Distributions

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, however, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the later of (i) the Effective Date and (ii) the date of such distribution. After such date, all unclaimed property or interests in property shall revert to the Liquidation Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal or state or other jurisdiction escheat, abandoned or unclaimed property laws to the contrary), and the Claim or Equity Interest of any Holder to such property or interest in property shall be forever barred. The Disbursing Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the applicable books and records of the Debtors and the Bankruptcy Court's filings.

(b) Failure To Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within 180 calendar days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 180 days after the issuance of such check shall be forever barred, estopped and enjoined from asserting any such Claim against the Liquidation Trust or their respective property. In such cases, any Cash held for payment on account of such Claims shall be property of the Liquidation Trust, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Liquidation Trust to attempt to locate any Holder of an Allowed Claim.

G. Compliance with Tax Requirements/Allocations

In connection with this Plan, to the extent applicable, the Debtors (before the Effective Date) and the Liquidation Trustee (after the Effective Date) shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Debtors, the Liquidation Trust and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information, documentation, and certifications necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Debtors and the Liquidation Trust reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount (as

determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the Liquidation Trust and Disbursing Agent, or such other Person designated by the Liquidation Trust and the Disbursing Agent, IRS Form W-9 or, if the payee is a foreign Person, an applicable IRS Form W-8, or any other forms or documents reasonably requested by the Liquidation Trust or the Disbursing Agent to reduce or eliminate any withholding required by a Governmental Unit.

H. Surrender of Canceled Instruments or Securities

As a condition precedent to receiving any distribution under this Plan, each Holder of a Claim shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim, and all such surrendered Certificates and other documentations shall be deemed to be canceled, except to the extent otherwise provided herein.

I. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or Liquidation Trustee, as applicable, shall reduce a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent). To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidation Trustee (or a Disbursing Agent) on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or the Liquidation Trustee (as applicable), to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the Effective Date.

2. Claims Payable by Third Parties

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including

insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), no Claim or Equity Interest shall be deemed Allowed unless and until such Claim or Equity Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under section 502 of the Bankruptcy Code. Except as expressly provided in any order entered in the Chapter 11 Cases on or prior to the Effective Date (including the Confirmation Order), on and after the Effective Date, the Liquidation Trust will have and retain any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest as of the Petition Date.

B. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed pursuant to this Plan, and Holders of such Claims may not receive any distributions on account of such Claims and Interests until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Liquidation Trust.

C. Prosecution of Objections to Claims and Equity Interests

The Debtors and the Liquidation Trustee, as applicable, shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections, including Omnibus Objections, to Claims or Equity Interests as permitted under this Plan. From and after the Effective Date, the Liquidation Trustee may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Liquidation Trustee shall administer and adjust the Claims register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Claims Estimation

Any Debtor before the Effective Date or the Liquidation Trustee after the Effective Date, as applicable, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor or Liquidation Trustee has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor or the Liquidation Trust that has been expunged from the claims register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidation Trustee, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

E. No Distribution Pending Allowance

If an objection to a Claim is Filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

F. Distributions After Allowance

To the extent that a Disputed Claim or a Disputed Equity Interest ultimately becomes an Allowed Claim or Allowed Equity Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Equity Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Equity Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Equity Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any postpetition interest to be paid on account of such Allowed Claim or Equity Interest.

G. No Interest

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with

respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

H. Adjustments to Claims Without Objection

Any duplicate Claim or Equity Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Equity Claim), or any Claim or Equity Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims register by the Liquidation Trust without filing a claim objection and without any further notice or action or any order or approval of the Bankruptcy Court.

I. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation

1. The Disclosure Statement shall have been approved as containing "adequate information" under section 1125 of the Bankruptcy Code; and

2. The Bankruptcy Court shall have found that parties in interest received adequate notice of, and an opportunity to be heard as to, the Disclosure Statement, the Plan, and the Combined Hearing.

B. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions are satisfied (or waived pursuant to the provisions of Article IX.C hereof), and the Effective Date shall occur on the date upon which the last of such conditions are so satisfied and/or waived.

1. Confirmation shall have occurred, and the Confirmation Order shall not have been vacated and shall not be subject to a stay pending appeal;

2. All actions, documents, certificates, deeds, filings, notifications, pleadings, orders, letters, instruments, and agreements necessary to implement this Plan, including the documents set forth in the Plan Supplement, shall have been effected or executed and delivered to the required parties, in accordance with the Plan (including the Plan Supplement), and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

3. All approvals and consents of Governmental Units that are legally required for the consummation of this Plan and the occurrence of the Effective Date shall have been obtained, shall not be subject to unfulfilled conditions, and shall be in full force and effect;

4. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of this Plan; and

5. The Professional Fee Claims Reserve shall have been established and funded in Cash in accordance with Article V.N.

C. Waiver of Conditions

Each of the conditions to Confirmation and to Consummation set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan.

D. Effect of Nonoccurrence of Conditions

If the Consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Equity Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Equity Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest, or any distribution to be made on account of such Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interest of the Debtors', their Estates and Holders of Claims and Equity Interests and is fair, equitable and reasonable. In accordance with the provisions of this Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Liquidation Trustee may compromise and settle Claims against the Estates and Causes of Action against other Entities.

B. Exculpation

Except as otherwise specifically provided in this Plan, from and after the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Covered Claim, obligation, Cause of Action or liability for any Covered Claim, and in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The exculpation hereunder will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Except as otherwise specifically provided in this Plan, from and after the Effective Date, pursuant to and in accordance with section 1125(e) of the Bankruptcy Code, no Protected Party shall have or incur, and each Protected Party is hereby exculpated from, any Claim, obligation, Cause of Action or liability related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (to the extent applicable).

C. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR CONFIRMATION ORDER, OR ON ACCOUNT OF OBLIGATIONS ISSUED OR CREATED PURSUANT TO THIS PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, EQUITY INTERESTS, OR CAUSES OF ACTION THAT ARE SUBJECT TO EXCULPATION OR SETTLEMENT ARE PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND; OR (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND, IN EACH CASE IN THE FOREGOING CLAUSES (I) THROUGH (IV), ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY EXCULPATED OR TO BE EXCULPATED OR SETTLED OR TO BE SETTLED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY EXCULPATED PARTY (OR THE PROPERTY OR ESTATE OF ANY SUCH EXCULPATED PARTY). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

No Person or Entity (other than the Liquidation Trust, the Liquidation Trustee, or any of its representatives, successors, or assigns) who has held, holds, or may hold Claims, Equity Interests, or Causes of Action may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors or the Protected Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Covered Claim, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor or Protected Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Protected Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination.

D. Setoffs and Recoupment against Holders

Except as otherwise expressly provided for in this Plan, the Debtors or Liquidation Trust, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Equity Interest, may set off or recoup against any Allowed Claim or Allowed Equity Interest and the distributions to be made pursuant to this Plan on account of such Allowed Claim or Allowed Equity Interest (before any distribution is made on account of such Allowed Claim or Allowed Equity Interest), any claims, rights and Causes of Action of any nature that such Debtors or Liquidation Trust, as applicable, may hold against the Holder of such Allowed Claim or Allowed Equity Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to this Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Equity Interest pursuant to this Plan shall constitute a waiver or release by such Debtors or the Liquidation Trust (as applicable) of any such claims, rights and Causes of Action that such Debtors or Liquidation Trust (as applicable) may possess against such Holder.

E. Setoffs and Recoupment by Holders

In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to set off any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the thirtieth day after the Effective Date. In no event shall any Holder of Claims (including those arising from the rejection of any Executory Contracts or Unexpired Leases) or Equity Interests be entitled to recoup any Claim or Equity Interest against any claim, right or Cause of Action of the Debtors or the Liquidation Trust, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the

Debtors in accordance with Article XIV.D of the Plan on or before the thirtieth day after the Effective Date.

Notwithstanding anything to the contrary, nothing shall modify the rights, if any, of any Holder of Claims or any current or former party to an Executory Contract or Unexpired Lease, to assert any right of setoff or recoupment that such party may have under applicable non-bankruptcy law.

F. Release of Liens

Except as otherwise provided in this Plan or in any contract, instrument, release or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall vest in the Liquidation Trust.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN OR VOTED TO REJECT THIS PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Liquidation Trust, the Liquidation Trustee, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, Secured or unsecured status, or amount of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to

Professionals authorized pursuant to the Bankruptcy Code or this Plan; *provided, however*, that, from and after the Effective Date, the Liquidation Trustee shall pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Liquidation Trustee amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Equity Interests are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide or resolve any and all matters related to Causes of Action, including but not limited to matters relating to the Mediation;

7. adjudicate, decide or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;

8. resolve any cases, controversies, suits, or disputes that may arise in connection with General Unsecured Claims, including the establishment of any bar dates, related notices, claim objections, allowance, disallowance, estimation and distribution;

9. enter and implement such orders as may be necessary or appropriate to execute, implement or consummate the provisions of this Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with this Plan or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to section 363, 1123 or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of this Plan n or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, or any Entity's obligations incurred in connection with this Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of this Plan;

13. resolve any cases, controversies, suits, disputes or Covered Claims with respect to the exculpation, injunctions and other provisions contained in Article X and enter such orders as may be necessary or appropriate to implement such exculpation, injunctions and other provisions;

14. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Equity Interest for amounts not timely repaid;

15. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

16. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with this Plan or the Disclosure Statement;

17. enter one or more orders or final decrees concluding or closing the Chapter 11 Cases;

18. adjudicate any and all disputes arising from or relating to distributions under this Plan;

19. consider any modifications of this Plan to cure any defect or omission or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. determine requests for the payment of Claims and Equity Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

21. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan;

22. hear and determine matters concerning any tax matters relating to the restructuring, including state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

23. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the injunctions, exculpations, and other provisions set forth in Article X of the Plan;

24. enforce all orders previously entered by the Bankruptcy Court; and

25. hear any other matter not inconsistent with the Bankruptcy Code.

Notwithstanding the forgoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XII shall have no effect upon and shall not control, prohibit,

or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIII.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modifications and Amendments

Subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan or if Confirmation or Consummation does not occur, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Substantial Consummation of the Plan

Substantial consummation of this Plan under Bankruptcy Code section 1101(2) shall be deemed to occur on the Effective Date.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

A. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiary or guardian, if any, of each Entity.

B. Reservation of Rights

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur (except to the extent expressly provided therein). Neither this Plan, any statement or provision contained in this Plan, nor any action taken or not taken by any Debtor with respect to this Plan, the Plan Supplement or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Equity Interests before the Effective Date.

C. Further Assurances

The Debtors or the Liquidation Trust, as applicable, all Holders of Claims and Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

D. Service of Documents

Any pleading, notice or other document required by this Plan to be served on or delivered shall be sent by overnight mail to:

If to a Debtor, to:

M3 Advisory Partners
1700 Broadway | 19th Floor
New York, NY 10019
Attn: Mo Meghji (mmeghji@m3-partners.com)
Attn: Seth Herman (sherman@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Caroline Reckler (caroline.reckler@lw.com)

Attn: Ebba Gebisa (ebba.gebisa@lw.com)
Attn: Jonathan Gordon (jonathan.gordon@lw.com)
Telephone: (312) 876-7700

After the Effective Date, the Liquidation Trustee has authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Liquidation Trustee is authorized to limit the list of Entities receiving documents pursuant to a pre-Effective Date request under Bankruptcy Rule 2002 to those Entities who have filed renewed requests pursuant to Bankruptcy Rule 2002.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten Business Days after the date of entry of the Confirmation Order, the Debtors shall serve a notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Combined Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address, provided that the Debtors are unable to ascertain new address information for such Entity after a commercially reasonable search. Mailing of such notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

E. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; provided that any such alteration or interpretation shall be acceptable to the Debtors. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of this Plan, as it may have been altered from time to time prior to the entry of the Confirmation Order, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

F. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Petition Date shall be returned to the Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

G. Term of Injunctions or Stays

Unless otherwise provided in this Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement

Except as otherwise indicated herein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into this Plan.

I. Exhibits

All exhibits hereto (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date to the extent practicable. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.stretto.com/Sorrento or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of securities offered and sold under this Plan (if any), and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale or purchase of the securities offered and sold under this Plan.

K. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon (i) the Debtors, the Liquidation Trust, or the Liquidation Trustee, (ii) any and all Holders of Claims and Equity Interests (irrespective of whether Holders of such Claims or Equity Interests are deemed to have accepted the Plan), (iii) all Entities that are parties to or are subject to

the settlements, compromises, releases, and injunctions described in the Plan, (iv) each Entity acquiring property under the Plan and (v) any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

L. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control. In the event of an inconsistency between the Plan (excluding the Plan Supplement) and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall govern and control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of a conflict between any provision of this Plan and the Confirmation Order, the Confirmation Order shall govern and control.

M. Dissolution of the Committees

Each Committee shall dissolve, and the current and former members of each Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases on the Effective Date; *provided* that the Committees and their respective Professionals shall have the right to file, prosecute, review, and object to any applications for approval of Fee Claims filed in accordance with Article II.A.2 hereof.

N. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof. The Debtors or the Liquidation Trustee, as applicable, and all Holders of Claims and Equity Interests receiving distributions pursuant to the Plan (if any) and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

O. Tax Reporting and Compliance

The Debtors shall be authorized to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

Dated: March 4, 2024

Respectfully submitted,

SORRENTO THERAPEUTICS, INC.,
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

SCINTILLA PHARMACEUTICS, INC.
a Delaware corporation

By: */s/ Mohsin Meghji*
Name: Mr. Mohsin Meghji
Its: Chief Restructuring Officer

Exhibit 4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
SORRENTO THERAPEUTICS, INC., *et al.*[1]	)	Case No. 23-90085 (CML)
Debtors.	)	(Jointly Administered)
	)	Re: Docket Nos. 1491, 1564

THIRD NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE JOINT PLAN OF LIQUIDATION OF SORRENTO THERAPEUTICS, INC. AND SCINTILLA PHARMACEUTICALS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, as contemplated by the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan"), the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed their First Plan Supplement and their Second Plan Supplement with the United Stated Bankruptcy Court for the Southern District of Texas (the "Court") on November 1, 2023 [Docket No. 1491] and November 16, 2023 [Docket No. 1564], respectively. Capitalized terms used but not defined herein have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this Third Plan Supplement, amending certain of the exhibits set forth in the Second Plan Supplement. This Third Plan Supplement includes the following exhibits (in each case, as may be amended, modified, or supplemented from time to time):

Exhibit A-1	**Liquidation Trust Agreement**
Exhibit A-2	*Redline against Second Plan Supplement*
Exhibit B	**Assumed Executory Contracts & Unexpired Leases** *(no changes)*
Exhibit C	**D&O Liability Insurance Policies** *(no changes)*
Exhibit D	**Liquidation Trust Causes of Action** *(no changes)*

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend, modify, or supplement this Third Plan Supplement and any of the documents contained therein in

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Debtors' service address is: 4955 Directors Place, San Diego, CA 92121.

accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a redline version with the Court.

PLEASE TAKE FURTHER NOTICE that this Third Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is approved, the documents contained in this Third Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan (the "Confirmation Hearing") is scheduled for **November 30, 2023 at 1:00 p.m. (Central Time).** The Confirmation Hearing will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to confirmation of the Plan was **November 10, 2023 at 4:00 p.m. (Central Time).** Objections not timely filed may not be considered by the Bankruptcy Court and may be overruled without further notice.

PLEASE TAKE FURTHER NOTICE that copies of the Plan, this Third Plan Supplement, and related documents (as well as any other documents filed in these chapter 11 cases) may be obtained free of charge: (1) by calling the Debtors' claims, balloting, and noticing agent, Stretto Inc. (the "Solicitation Agent") at (833) 278-6637 (toll free) or (949) 471-0454 (international); (2) by email at TeamSorrento@stretto.com, including "Sorrento" in the subject line of any such email; or (3) through the website maintained by the Solicitation Agent in connection with these chapter 11 cases at https://cases.stretto.com/Sorrento.

Dated: November 27, 2023

/s/ *Kristhy M. Peguero*

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
kpeguero@jw.com
ggraham@jw.com

– and –

Caroline Reckler (S.D. Tex. Bar No. IL6275746)
Ebba Gebisa (admitted *pro hac vice*)
Jonathan Gordon (admitted *pro hac vice*)
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9667
Email: caroline.reckler@lw.com
ebba.gebisa@lw.com
jonathan.gordon@lw.com

– and –

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
LATHAM & WATKINS LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel to the Debtors

Certificate of Service

I certify that on November 27, 2023, I caused a true and correct copy of the foregoing to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Kristhy M. Peguero
Kristhy M. Peguero

Exhibit A-1

Liquidation Trust Agreement

Exhibit A

LIQUIDATION TRUST AGREEMENT

This Liquidation Trust Agreement (as it may be amended, modified, supplemented or restated from time to time, this "Agreement") dated as of [●], 2023, is made and entered by and among Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. (collectively, the "Debtors") and David Weinhoffer, solely in his capacity as liquidating trustee and plan administrator for purposes of this Agreement (the "Initial Trustee") in connection with and pursuant to the terms of the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] and all exhibits, supplements (including the Plan Supplement), appendices, and schedules thereto (each of which is incorporated by reference and made part of the Plan as if set forth therein), in each case, as may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "Plan"),[1] which Plan is attached hereto as Exhibit A and provides for, among other things, the establishment of the Liquidation Trust evidenced hereby (the "Trust").

RECITALS

WHEREAS, on February 13, 2023, the Debtors commenced the Chapter 11 Cases[2] by filing voluntary chapter 11 petitions in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, this Agreement is entered into to effectuate the establishment of the Trust as provided in and in accordance with the Plan;

WHEREAS, the Trust is established for the benefit of the Holders of Allowed Class 3 General Unsecured Claims (each such claimholder, a "Trust Beneficiary" and collectively, "Trust Beneficiaries");

WHEREAS, the purpose of the Trust shall be to, among other things (i) collect, hold, monetize, administer, distribute and liquidate the Assets (as defined herein) for the benefit of the Trust Beneficiaries, (ii) make distributions of the Available Trust Cash to the Trust Beneficiaries, and if the Trust Beneficiaries are paid in full in Cash, if applicable, Holders of Allowed Equity Interests, in each case to the extent required by and permitted under the Plan in the manner provided for in this Agreement, the Plan, and the Confirmation Order, and (iii) effectuating the Wind-Down and Plan Administration Process as set forth in the Plan, which shall include distributions from the Allowed Claims Reserve to Holders of Allowed Claims in accordance with the Plan;

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[1] The terms of the Plan are incorporated herein, as if stated verbatim.

[2] The lead case number for the Chapter 11 Cases is 23-90085 (CML).

WHEREAS, the Trust shall have no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the Trust as set forth in this Agreement, the Plan, and the Confirmation Order;

WHEREAS, the Trust Beneficiaries shall each receive their Pro Rata distribution of the Available Trust Cash until such Trust Beneficiaries receive payment in full, in Cash;

WHEREAS, the Trust is intended to qualify as a liquidating trust within the meaning of United States Treasury Regulation (hereinafter "Treasury Regulation") Section 301.7701-4(d) and, accordingly, as a grantor trust for U.S. federal income tax purposes pursuant to Internal Revenue Code 1986, as amended (the "IRC") Sections 671-677 (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9);

WHEREAS, the Trust is intended to be exempt from the requirements of the Investment Company Act of 1940;

WHEREAS, it is intended that for all U.S. federal income tax purposes, the transfer of the Assets to the Trust be treated as a deemed transfer of the Assets by the Debtors to the Trust Beneficiaries and, potentially, Holders of Allowed Equity Interests, under the Plan, followed by a deemed transfer of the Assets by the Trust Beneficiaries, and, potentially, Holders of Allowed Equity Interests, to the Trust in exchange for the Trust Interests, and to treat the Trust Beneficiaries and, potentially, Holders of Allowed Equity Interests, as the grantors and owners of the Trust in accordance with Treasury Regulation Section 301.7701-4 (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9); and

WHEREAS, the Bankruptcy Court shall retain jurisdiction over the Trust, the Trustee, and the Assets as provided in this Agreement, the Plan, and the Confirmation Order.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the Debtors and the Trustee (and the Trust Beneficiaries, on the Effective Date, by virtue of the Confirmation Order[3]), agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

(a) "Allowed Claims Reserve" shall have the meaning set forth in Section 3.16 herein.

[3] The Confirmation of the Plan, and the occurrence of the Effective Date, shall conclusively be deemed the agreement of each of the Trust Beneficiaries to the terms of this Agreement. All reference to the Debtors' and the Trustee's agreement to the terms of this Agreement, shall include the agreement to such terms and this Agreement by the Trust Beneficiaries.

(b) "Assets" shall mean all Avoidance Actions and any other Causes of Action, any and all Cash and Estate assets transferred to the Trust on the Effective Date by the Liquidating Debtors pursuant to the Plan.

(c) "Available Trust Cash" shall mean the aggregate of the amounts remaining from time to time of the Cash transferred to the Trust on the Effective Date, proceeds of Causes of Action, plus Cash proceeds of all other Assets, including any assets acquired from and after the Effective Date, and the proceeds thereof after paying, funding, reserving against, or satisfying: (a) fees due to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) that are incurred after the Effective Date of the Plan; (b) tax obligations of the Estates, (c) operating and administrative expenses of the Trust, including but not limited to all costs, fees, expenses, and obligations incurred by the Trustee and any professionals who may be employed by the Trustee in administering the Trust pursuant to the Plan and in carrying out the Trustee's responsibilities under this Agreement; (d) amounts Allowed for (i) final compensation and reimbursement of expenses in the Chapter 11 Cases for the Trustee and each Professional, pursuant to final fee applications requesting compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date and (ii) fees and expenses related to filing such final fee applications and attending any hearings on such final fee applications; and (e) the Allowed Claims Reserve.

(d) "Cause of Action" shall have the meaning set forth in the Plan, including as described in the Plan Supplement.

(e) "Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

(f) "Default" shall mean the failure to make a distribution under the Plan that is not cured within forty-five (45) calendar days.

(g) "Estate" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

(h) "Estate Representative" shall mean the Trust as representative of each Estate.

(i) "Initial Trustee" shall mean David Weinhoffer.

(j) "Liquidating Trust Investments" shall mean short-term, investment grade investments that consist of: (1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition; (2) time deposits, certificates of deposit and bankers' acceptances of any domestic commercial bank the short-term debt obligations of which have been rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Investors Service, Inc. and which mature in not more than one year; (3) commercial paper rated A-1 or the

equivalent thereof by Standard & Poor's Corporation or P-1 or the equivalent thereof by Moody's Investors Service, Inc., and in each cash having maturities of not more than 90 days from the date of acquisition; or (4) money market funds or money market mutual funds (other than closed-end funds) which maintain a constant net asset value and have at the time of such investment a rating by Moody's Investors Service, Inc. or Standard & Poor's Corporation at least equivalent to "A."

(k) "Plan" shall have the meaning set forth in the Recitals.

(l) "Trust" shall mean this Liquidation Trust established pursuant to the terms of this Agreement and the Plan.

(m) "Trust Purpose" shall mean (i) implementing the Plan, (ii) conserving and protecting the Assets and the administration thereof in accordance with the provisions of this Agreement, the Plan, and the Confirmation Order; (iii) prosecuting the Causes of Actions, (iv) investigating and, if appropriate, pursuing other Causes of Action, (v) administering, monetizing and/or liquidating the Assets, (vi) objecting to or Allowing Claims and resolving all Disputed Claims, (vii) protecting creditors of the Estates by ensuring that Assets will not be dissipated, (viii) making all distributions to Trust Beneficiaries and Holders of Allowed Claims and Interests (as applicable) from the Trust solely as provided for in the Plan and this Agreement; (ix) filing tax returns; and (x) effectuating the Wind-Down and Plan Administration Process, which shall include liquidating and dissolving the Trust and the Estates as set forth in the Plan.

(n) "Trustee" shall mean (a) initially, the Initial Trustee, and (b) thereafter any successors or replacements duly appointed under the terms of this Agreement.

1.2 Use of Plan Definitions. All capitalized terms that are used in this Agreement but not defined herein shall have the meaning set forth for such terms in the Plan.

1.3 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include all other genders.

1.4 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," "hereinafter," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement. The words "include," "includes" or "including" shall be construed as if followed by the words "without limitation."

ARTICLE II
DECLARATION OF TRUST

2.1 Creation and Name. There is hereby created the Trust, referred to as the "Liquidation Trust" in the Plan. The Trustee may conduct the affairs of the Trust under the name

of the "Sorrento Liquidation Trust" or other name as the Trustee may select (after notice to the Bankruptcy Court).

2.2 Purpose of Trust. The Estates and the Trustee, pursuant to the Plan and in accordance with this Agreement and the Bankruptcy Code, hereby create the Trust for the Trust Purpose. The Trust will be the Estate Representative on and after the Effective Date and the Chapter 11 Cases. The activities of the Trust shall be limited to those activities set forth in this Agreement, as may be amended, and as otherwise contemplated by or necessary or desirable for the completion or implementation of the Plan (as determined by the Trustee in the Trustee's reasonable discretion, at the direction of the Advisory Board (if any)). The Trust shall be administered in accordance with Section 301.7701-4(d) of the Treasury Regulations and Revenue Procedure 94-45, 1994-2 C.B. 684, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust, and shall not deviate from furtherance of the Trust Purpose.

2.3 Transfer of Assets.

(a) The Estates hereby grant, assign, convey, transfer and deliver all of the Estates' rights, titles and interests in the Assets to the Trust as of the Effective Date to be held in trust for the benefit of the Trust Beneficiaries (other than the Allowed Claims Reserve, which shall be held in trust for the benefit of Holders of Allowed Claims) pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and Confirmation Order. As of the Effective Date, except as otherwise provided in the Plan, the Assets shall be transferred to the Trust free and clear of any and all liens, claims, encumbrances, and interests (legal, beneficial, or otherwise) of all other Persons and governmental units to the maximum extent contemplated by and permissible under section 1141(c) of the Bankruptcy Code for the uses and purposes as specified in this Agreement and the Plan. The Assets shall be used to, among other things, satisfy the following liabilities: (a) all fees payable pursuant to 28 U.S.C. § 1930 that accrue from the Effective Date until such time as the Bankruptcy Court enters a final decree closing the Debtors' Chapter 11 Cases; (b) any fees and expenses incurred and unpaid, or to be incurred by the Trustee and the Trustee's respective agents and professionals, as further described in Section 3.7, in the performance of their roles and responsibilities in connection with the Trust Purpose and winding up the Estates after the Effective Date; (c) distributions in accordance with the Plan and this Agreement; (d) the final fee applications of each Professional requesting compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date and in filing such final fee applications and attending any hearings on such final fee applications; (e) the fees and expenses of the Wind-Down and the Plan Administration Process; and (f) any other obligations as may be specifically set forth in, or arise out of or in connection with, this Agreement, the Plan and/or Confirmation Order, as the case may be.

(b) Notwithstanding anything in this Agreement to the contrary, and subject to the Plan, the Trustee may (at the direction of the Advisory Board (if any)), after obtaining Bankruptcy Court approval, abandon or otherwise not accept any Assets that the Trustee believes, in good faith, or has been advised by agents or professionals, have no value. Any Assets that the Trust so abandons or otherwise does not accept shall not vest in the Trust and shall be deemed abandoned by the Debtors and their Estates.

(c) The Trust shall automatically, and without need for further notice or approval of the Bankruptcy Court or the Estates, be designated as the Estate Representative pursuant to section 1123 of the Bankruptcy Code to enforce or pursue any Causes of Action transferred to the Trust on or after the Effective Date in accordance with the terms of this Agreement, the Plan and/or the Confirmation Order.

(d) In connection with the vesting and transfer of assets to the Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust shall vest in the Trust. The Debtors and the Trustee, at the direction of the Advisory Board (if any), shall take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, the following shall not be considered estate property and thus shall not be transferred to the Trust: (i) attorney work product not shared with the client or professionals retained by the Debtors, other than counsel retained by the Debtors; and (ii) communications solely between or among counsel retained by the Debtors and not including the client or other professionals retained by the Debtors.

2.4 Appointment and Acceptance of Trustee. The Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) and all other applicable sections of the Bankruptcy Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf, and for the benefit, of the Estates, by the Estates of all of their respective rights, title, and interest in the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

2.5 Trust Advisory Board.

(a) The Unsecured Creditors' Committee, may elect, in its sole discretion, members (each, a "Member") to a trust advisory board (the "Advisory Board") An initial list of members, if such Advisory Board is elected, shall be identified on Exhibit B hereto.

(b) The Trustee agrees to accept and hold the Assets in trust for the benefit of the Trust Beneficiaries, (other than the Allowed Claims Reserve, which shall be held in trust for the benefit of Holders of Allowed Claims), subject to the provisions of the Plan, the Confirmation Order, and this Agreement, and shall serve at the direction of the Advisory Board (if any), as set forth in this Agreement, including Article 8 hereof.

ARTICLE III
ADMINISTRATION OF THE TRUST

3.1 Rights, Powers, Privileges and Duties. The Trustee and the Advisory Board (if any), shall have the rights, powers, privileges, and duties expressly provided in this Agreement, the Plan and the Confirmation Order which such rights, powers, privileges, and duties include retaining counsel and other agents pursuant to Section 3.7 to assist with the exercise of the Trustee's powers. Subject to the terms of the Plan and this Agreement, the Trustee, at the direction of the Advisory Board (if any), shall have the power to take the actions granted in this Section 3.1, and any powers reasonably incidental thereto, which the Trustee, at the direction of the Advisory Board (if any), reasonably determines to be necessary or appropriate to fulfill the purpose of the Trust, including but not limited to:

(a) Prosecuting, settling, assigning, or otherwise compromising or abandoning for the benefit of the Trust any and all Causes of Action transferred, assigned and conveyed to the Trust or arising in favor of the Trust, including taking any action with respect to appeals, counterclaims, and defenses of, or with respect to, such claims and causes of action, including retaining counsel and other agents pursuant to Section 3.7 to pursue the Causes of Action as permitted by the Plan unless otherwise required or modified by this Agreement;

(b) Exercising all powers provided to the Trustee or the Trust under the Plan or Confirmation Order, including the right to allow, object to, or reconcile all Claims, including General Unsecured Claims, Other Priority Claims, Other Secured Claims, and any other Claims asserted against the Estates, including retaining counsel and other agents pursuant to Section 3.7 to address such Claims as permitted by the Plan unless otherwise required or modified by this Agreement;

(c) Subject to Section 3.11, administering, monetizing, liquidating, selling or abandoning the Assets or any portion thereof, including retaining counsel and other agents pursuant to Section 3.7 to assist the Trustee with administering, monetizing, liquidating, selling or abandoning the Assets or any portion thereof;

(d) Determining and satisfying any liabilities created, incurred or assumed by the Trust, including retaining counsel and other agents pursuant to Section 3.7 to assist with such duties;

(e) Executing any documents and taking any other actions related to, or in connection with, the liquidation of the Assets and the exercise of the Trustee and Advisory Board's powers granted in this Agreement, the Plan, and Confirmation Order, including retaining counsel and other agents pursuant to Section 3.7 to assist with the exercise of the Trustee and Advisory Board's powers;

(f) Holding legal title to any and all rights of the Estates in, to, or arising from the Assets;

(g) Establishing any other required reserves, in an amount as may be necessary and appropriate for the proper operation of matters incident to the Trust or the Plan, as the case may be;

(h) Protecting and enforcing the rights to the Assets vested in the Trust by this Agreement, the Plan and Confirmation Order by any method reasonably determined to be appropriate;

(i) Making distributions of the Assets or from the Allowed Claims Reserve (as applicable) on behalf of the Estates to Holders of Allowed Claims in accordance with the Plan, and the Confirmation Order;

(j) Causing to be prepared and filing any and all tax and information returns relating to the Estates or the Trust, including (i) the signing by the Trustee of all tax returns and other tax-related documents requiring a signature of the Estate Representative; (ii) paying any taxes properly payable by the Estates; (iii) filing and issuing any and all necessary information returns; and (iv) taking any and all action necessary to obtain payment of any tax refund(s) due to the Estates, due to the Debtors which belong to the Estates, or the Trust, as applicable;

(k) Making all necessary filings on behalf of the Estates and/or Trust in accordance with any applicable law, statute, or regulation;

(l) Determining and satisfying from the Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, incurred by or on behalf of the Estates and/or Trust;

(m) Investing the Assets received by the Trust or Trustee or otherwise held by the Trust or Trustee in accordance with Section 3.11;

(n) Creating sub-trusts or title vehicles of which the Estates hold beneficial or ownership interests;

(o) Opening and maintaining bank accounts or trust or agency accounts on behalf of or in the name of the Trust and/or Estates;

(p) Maintaining the Trustee's books and records which may rely upon the official claims register maintained in the Chapter 11 Cases and any applicable court order with respect to Claims against the Estates;

(q) Performing such functions and taking such actions as are provided for or permitted in this Agreement, the Plan, the Confirmation Order, or any other agreement executed pursuant to this Agreement, the Plan, or the Confirmation Order;

(r) Execute offsets against Claims, as provided for in the Plan;

(s) Pay all fees and expenses and make all other payments relating to the Trust's Assets and operations, including with respect to the Wind-Down and the Plan Administration Process;

(t) Pay all United States Trustee fees incurred after the Effective Date of the Plan until such time as the Bankruptcy Court enters a final decree closing the Debtors' Chapter 11 Cases;

(u) Execute any and all documents on behalf of the Trust and Estates;

(v) Complete and file any outstanding monthly operating reports (or any other reporting obligations) of the Estates which are not yet due or filed as of the Effective Date;

(w) Collect outstanding receivables of the Estates, including, but not limited to, receivables and/or Causes of Action; and

(x) Any other act needed to administer the Trust or implement the Plan in accordance with the terms thereof and this Agreement.

3.2 Assets. Subject to the Plan and this Agreement, the Trustee shall be authorized to collect and liquidate all uncollected and unliquidated Assets.

3.3 Claims Administration. Subject in all respects to the provisions hereof and as set forth in the Plan, the Trustee shall have the authority to allow, reconcile, and file objections to Claims, and to settle, compromise, withdraw, or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise.

3.4 Litigation. Subject to the Plan, from and after the Effective Date, the Trustee, at the direction of the Advisory Board (if any), shall manage and control all litigation on behalf of the Trust and/or Estates, as applicable, whether objecting to Claims or asserting affirmative Claims or Causes of Action. Any litigation will be in the name of the Trust as the Estate Representative. The Trust shall pay litigation costs, and such payments will be expenses of the Estates, not distributions to the Debtors. From and after the Effective Date, the Trustee, at the direction of the Advisory Board (if any), shall have the sole authority to administer and adjust the Claims' register to reflect any settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court.

3.5 Estimation. Subject to this Agreement, the Trust may request in accordance with the Plan that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code or otherwise.

3.6 Causes of Action. On and after the Effective Date, the Trustee may pursue all Causes of Action even if such action was previously commenced in the name of the Debtors, and/or the Estates, at the direction of the Advisory Board (if any).

3.7 Agents and Professionals. The Trustee may, but shall not be required to, consult with, retain, and delegate matters to attorneys, financial advisors, accountants, tax preparers or

other agents (which may be affiliated with the Trustee), professionals and employees as the Trustee deems appropriate in the reasonable exercise of the Trustee's discretion and at the direction of the Advisory Board (if any), and whom the Trustee reasonably determines to have qualifications necessary and appropriate to assist the Trustee in the proper administration of the Trust. Subject to Section 7.7, the Trustee may pay the reasonable fees, costs and expenses of such persons (including himself/herself) out of the Assets in the ordinary course of business pursuant to this Agreement, the Plan and/or the Confirmation Order (without any further Bankruptcy Court order). Subject to the terms and conditions of this Agreement, the Plan and Confirmation Order, the Trustee may retain professionals who previously were employed by the Unsecured Creditors' Committee, and/or the Debtors.

3.8 Safekeeping of Assets. All Assets shall, until distributed or paid over as herein provided or as provided in the Plan, be held in trust for the benefit of the Estates in accordance with the Plan and this Agreement. The Trustee shall not have any liability for interest or producing income on any moneys received by the Trustee herein and held for distribution or payment to Holders of Allowed Claims in accordance with the terms of the Plan, except as such interest or income shall actually be received by the Trustee.

3.9 Limitations on Trustee. The Trustee, at the direction of the Advisory Board (if any), shall only take such actions consistent with administering, investing, monetizing and/or liquidating the Assets as required by applicable law, and, except as otherwise set forth herein, to the extent such actions are permitted by this Agreement. The Trustee shall be restricted to the Trust Purpose. Notwithstanding anything herein to the contrary, the Trustee and the Advisory Board (if any) shall at all times act in furtherance of the Trust Purpose and shall not take any action inconsistent with the treatment of the Trust as a "liquidating trust" treated as a "grantor" trust for income tax purposes. The Trustee and the Advisory Board (if any) shall not take steps to facilitate the development of a secondary market in interests in the Trust.

3.10 Trustee's Relationship to the Company. The Trustee shall have no duty to investigate any allegations of malfeasance raised by or on behalf of the Debtors. However, the Trustee and the Advisory Board (if any) have the right to obtain information regarding the Debtors, its subsidiaries and its management and operations on a confidential basis subject to the terms hereof.

3.11 Investment. Investments held in the Trust that do not monetize on their own will not be monetized after Effective Date without the consent of the Trustee. Cash on hand in the Trust that is not otherwise required for distributions under the Plan and proceeds of investments or otherwise, may be invested or reinvested (as applicable) with the consent of both the Trustee and the Advisory Board (if any). The powers of the Trustee to invest any monies held by the Trust, other than those powers reasonably necessary to maintain the value of the Assets and to further the liquidating purpose of the Trust, shall be limited to powers to invest in only Liquidating Trust Investments that a liquidating trust, within the meaning of Section 301.7701-4(d) of the Treasury Regulations, may be permitted to hold pursuant to applicable law, whether set forth in the Treasury Regulations, Internal Revenue Service (the "IRS") rulings, IRS pronouncements, any modification of the IRS guidelines or otherwise (including for the avoidance of doubt, Revenue Procedure 94-45, 1994-2 C.B. 684). The Trustee and the Advisory Board (if any) shall not have any liability in the event of any loss of value or lack of appreciation from any investment maintained or made by

or on behalf of the Trust (except for the Trustee's or Debtors' willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing). In making any investment decision, the Trustee and the Advisory Board (if any), shall consider the timing and schedule of distributions under the Plan in the determination of whether, and how, to invest any funds.

3.12 Trustee Action. The Trustee, at the direction of the Advisory Board (if any), shall hold, collect, conserve, protect, and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts, at the direction of the Advisory Board (if any), as set forth therein for the purposes set forth in the Plan, and this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative.

3.13 Bankruptcy Court Approval of Trustee Actions. Except as provided in the Plan and the Confirmation Order or as otherwise specified in this Agreement the Trustee (inclusive of the Trustee's agents acting in such capacity) and the Advisory Board (if any), need not obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder to the Trustee. The Trustee, at the direction of the Advisory Board (if any), shall exercise the Trustee's reasonable business judgment in order to maximize the value of the Assets for Trust Beneficiaries, and shall make distributions under the Plan to the Trust Beneficiaries and Holders of Allowed Claims, as applicable, and potentially to Holders of Allowed Equity Interests, each in accordance with this Agreement, the Plan, and the Confirmation Order, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing in this Section 3.13, the Trustee may, in the Trustee's sole discretion and at the Trust's expense, seek Bankruptcy Court approval for authority to take a particular action which the Trustee may desire to have explicit approval of the Bankruptcy Court with respect to the Assets, the Trust, and the Estates, and as provided in the Plan or this Agreement, including the administration and distribution of the Assets or resolution of any Causes of Action. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion with notice to the Rule 2002 service list (as modified by the Plan) which may be made by e-mail, where available.

3.14 Confidentiality. The Trustee and any Member of the Advisory Board, shall, during the period that he or she serves as Trustee (or Advisory Board Member) under this Agreement and for a period of twenty-four (24) months following the dissolution of the Trust, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Assets and Causes of Action, relates, or which the Trustee or Member of the Advisory Board has become aware of in the Trustee's capacity as Trustee or such Member's capacity as a Member of the Advisory Board, except as otherwise required by law.

3.15 Privileged Documents and Preservation of Privilege. For the purpose of assisting the Trust in pursuing Causes of Action and/or objecting to Claims, the Trustee or the Advisory Board (if any), may disclose to its advisors, agents, professionals, agents' or professionals' administrative support personnel, or any consulting non-testifying experts, retained on behalf of the Trust, any privileged documents (or the contents of the privileged documents), or otherwise take any actions that may constitute a waiver of the attorney-client privilege, work product privilege, common interest privilege, or any other applicable privileges or immunities with respect

to the privileged documents, without such actions constituting a waiver The Trust is a successor-in-interest to the Debtors and the Estate and, therefore, the Trustee's receipt of any attorney-client privilege, work product privilege, common interest privilege or other privilege or immunity attaching to any Causes of Action, documents, or communications (whether written or oral) transferred pursuant to the Plan or otherwise as provided herein, does not impair or waive any privilege, as such privilege shall vest in the Trust.

3.16 Allowed Claims Reserve. The Trustee shall establish and maintain a claims reserve that shall consist of Cash necessary and sufficient for the Trustee to make distributions under the Plan and this Agreement with respect to the Claims that (i) have been Allowed and (ii) have not been Allowed as of the date determined for distribution on account of such Claims under the Plan if such Claims were to subsequently become Allowed Claims, pending the allowance or disallowance of Disputed Claims (the "Allowed Claims Reserve"). The Allowed Claims Reserve is a separate and distinct Reserve. The Trustee shall be authorized to make distributions from the Allowed Claims Reserve (a) upon or after the Effective Date with respect to Allowed Claims, or (b) upon final order of the Bankruptcy Court with respect to Disputed Claim(s), or (c) as otherwise agreed to by the Trustee, at the direction of the Advisory Board (if any), to the Holder of such Allowed Claim or Holder of such Disputed Claim to the extent it has been determined to be an Allowed Claim, each as soon as reasonably practicable and in an amount of payment or distribution to which it would have been entitled if the portion of the Claim so Allowed had been allowed as of the Effective Date, all in accordance with the Plan and the Confirmation Order.

ARTICLE IV
DISTRIBUTIONS FROM THE TRUST

4.1 Distributions. On and after the Effective Date, the Trustee at the direction of the Advisory Board (if any), shall make distributions as and when required in accordance with the terms of the Plan, but no less often than annually, except that the Trust may retain amounts reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims). Except as specifically provided for in the Plan, any Cash payment to be made may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or if the applicable creditor makes a request in writing to the Trustee noting a preference.

4.2 [Reserved.]

4.3 Undeliverable Property. Any distribution made by check that is not cashed within six (6) months from the date of such distribution, shall revert to, and revest in, the Trust or its successors or assigns, as the case may be, and any claim or right of the Holder of such Claim to such property or interest in property shall be discharged and forever barred. The Trust may, but shall have no obligation to, attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records, the proofs of Claim filed against the Debtors, as reflected on the claims register maintained by the Bankruptcy Court, and any change of address reflected on the docket of the Chapter 11 Cases. If any check is not cashed within 6 months, the Claim is extinguished with no further action required by the Trustee or the Bankruptcy Court.

4.4 Payments Limited to Assets. All payments to be made by the Trustee for the benefit of the Estates to Holders of Allowed Claims shall be made only from the Assets or proceeds from Causes of Action and in accordance with the Plan or any other source of funding for the Trust and/or the Estates. Notwithstanding any provision herein to the contrary, the Trust shall not, and the Trustee shall not cause the Trust to, make any distributions to the extent such distributions would violate applicable law or be inconsistent with the Plan.

4.5 United States Trustee Fees and Reports. After the Effective Date, the Trust shall, in accordance with the Plan, pay as an expense of the Trust all fees due and payable pursuant section 1930 of title 28 of the U.S. Code and shall file such quarterly and annual reports as are required by the United States Trustee. To the extent any statutory fees are paid on account of Cash or Assets disbursed to the Trust on the Effective Date, a second fee shall not be paid when the same Cash or Assets are used for distributions under the Plan and/or other Trust obligations.

4.6 Insurance. Subject to the Plan, the Trustee may use the Assets in the Trustee's reasonable business judgment to maintain all reasonable insurance coverage, if available and necessary in the reasonable discretion of the Trustee, for the protection of the Persons or Entities serving as Trustee or administrator of the Trust or Members of the Advisory Board, and any Trust or Advisory Board agents, representatives, employees and independent contractors on and after the Effective Date, including coverage with respect to the liabilities, duties, and obligations of the Trustee or any other administrator of the Trust or Members of the Advisory Board, and any Trust or Advisory Board agents, representatives, employees, and independent contractors under this Agreement and the Plan.

ARTICLE V
BENEFICIAL INTERESTS

5.1 Beneficial Ownership.

(a) The Trust Beneficiaries shall be the sole beneficiaries of the Trust until such time as all of the Trust Beneficiaries are paid in full in Cash and shall be treated as the owners of all Assets of the Trust for income tax purposes (with the holders of Allowed Equity Interests being treated as additional owners for income tax purposes, if applicable). In the event that the Trust Beneficiaries are paid in full in Cash, the residual interest in the Trust shall inure to the benefit of Holders of Allowed Equity Interests.

(b) Until such time as all of the Trust Beneficiaries are paid in full in Cash, (i) no person or entity other than the Trust Beneficiaries and the Trustee shall have any current interest, legal, beneficial, or otherwise, in the Assets (excluding, for the avoidance of doubt, the Allowed Claims Reserve) upon the assignment and transfer of such Assets to the Trust, (ii) the Trustee shall have full power and authority to represent and bind the Holders of Allowed Equity Interests in all matters relating to the Trust (including, without limitation, in any judicial proceeding), and (iii) the Trustee shall be relieved from any duty imposed under the Texas law to provide reasonable information concerning the administration and material facts of the Trust to those beneficiaries who are neither entitled nor permitted to receive current distributions

from such trust and who would receive no distribution from such trust if it then terminated. It is the intention of this Agreement that Trustee shall have no fiduciary obligation to the Holders of Allowed Equity Interests until such time as all of the Trust Beneficiaries are paid in full in Cash, and this Agreement shall be construed consistent with and to carry out that intention.

ARTICLE VI
THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Trustee, the Advisory Board (if any) and the Trustee's agents and professionals may rely upon and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, advice of professionals or agents or other paper or document reasonably believed to be genuine and to have been signed or presented to the Trustee, the Advisory Board (if any) and/or the Trustee's agents or professionals.

6.2 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Assets, Claims, liabilities, and the Estates. There is no obligation on any Person dealing with the Trustee to inquire into the validity, expediency, or propriety of any transaction by the Trustee or any agent of the Trustee.

6.3 Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any agents and professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust or the Trustee shall look only to the Assets to satisfy any liability incurred in connection with the carrying out of the terms of this Agreement, the Plan, or the Confirmation Order. No provision of this Agreement shall require any Member of the Advisory Board (if any), the Trustee or any of the Trustee's agents or professionals to expend or risk their personal funds or otherwise incur any financial liability in the performance of the rights or powers hereunder.

6.4 Limitation of Liability. Members of the Advisory Board (if any), the Trustee and the Trustee's agents, employees, officers, directors, members, managers, professionals, attorneys, accountants, advisors, and representatives shall not be subject to any personal liability whatsoever, in tort, contract, or otherwise, to any Person in connection with the Assets or the affairs of the Trust, including, but not limited to, implementing the Plan or any payment(s) or distribution(s) made pursuant to the Plan or for fulfilling any functions incidental to implementing the Plan or in relying on the advice of counsel in taking or not taking any action that arises out of or in connection with this Agreement, the Plan and/or Confirmation Order; provided that, Members of the Advisory Board (if any), the Trustee and the Trustee's agents, employees, officers, directors, members, managers, professionals, attorneys, accountants, advisors, and representatives shall not be indemnified or exculpated for any acts or omissions to act that are the result of their own willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing and shall not receive indemnification or exculpation for breach of their own contracts with the Trust or Trustee. Other than as set forth in the Plan or Confirmation Order, nothing in this

Agreement shall be deemed to release any Holder of Claims from any actual or potential liability for any actions or omissions occurring prior to the Effective Date.

6.5 Non-Liability for Acts of Others. Except as expressly set forth in the Plan or the Confirmation Order, nothing herein shall be deemed to be an assumption by the Trustee or any Member of the Advisory Board of any of the liabilities, obligations, or duties of the Estates or Holders of Claims and shall not be deemed to be or contain a covenant or agreement by the Trustee or any Member of the Advisory Board to assume or accept any such liability, obligation, or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made by a predecessor Trustee or the predecessor Trustee's agents as to the assets comprising the Assets or as to any other fact bearing upon the prior administration of the Trust, so long as the Trustee has a good faith basis to do so. The Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The Trustee or successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission.

ARTICLE VII
SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

7.1 Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement, the Plan, and the Confirmation Order; (b) termination of the Trust in accordance with this Agreement, the Plan, and the Confirmation Order; or (c) the Trustee's death or dissolution, incapacitation, resignation, or removal, as set forth in this Agreement, the Plan, and the Confirmation Order (each, as applicable).

7.2 Removal of a Trustee. Subject to the Plan, any party in interest as defined under substantive bankruptcy law may, solely by motion to the Bankruptcy Court, seek the removal and replacement of the Trustee for Cause. The Trustee may also be removed by the Advisory Board (if any), for Cause, immediately upon notice thereof, or without Cause, upon ninety (90) days' prior written notice. For purposes of this Section 7.2 and Section 8.8, "Cause" means gross malfeasance, fraud, willful misconduct, sustained incapacity, or the bad faith failure or refusal to perform the duties under the Plan, this Agreement, and the Confirmation Order. If removal of the Trustee is initiated by a party in interest (other than by a majority of the Members of the Advisory Board, as set forth in this Agreement), then the Trustee is entitled to oppose such motion and to be reimbursed reasonable attorneys' fees and expenses in connection with such objection from the Assets of the Trust.

7.3 Resignation of Trustee. The Trustee may resign at any time by giving at least thirty (30) days' written notice in the Chapter 11 Cases. In the event of such resignation, (i) if there is no Advisory Board, the resigning Trustee shall file with the Bankruptcy Court a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee and (ii) if there is an Advisory Board, the resigning Trustee shall provide the Advisory Board with a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee. The Trustee's resignation shall be effective on the later of (a) the appointment of the successor Trustee (but in no event later than sixty days (60) after the

Trustee's notice is given); or (b) the date the accounting described in the preceding sentence is delivered.

7.4 Appointment of Successor Trustee. If the Trustee shall is removed or resigns, the Advisory Board (if any), shall designate a successor Trustee by majority vote; provided however, that if there is no Advisory Board in existence, then the Trustee shall (i) choose the successor Trustee before the effective date of such resignation—with the successor Trustee's appointment effective as of the effective date of the Trustee's resignation—and (ii) file notice of appointment of such successor Trustee with the Bankruptcy Court. Upon any failure of the Advisory Board or Trustee, as applicable, to appoint the Trustee's successor, the United States Trustee shall appoint a successor Trustee to fill the vacancy so created. Incapacitation for purposes of this Article VII shall mean that the Trustee is unable to perform the duties required of the Trustee under the Plan and this Agreement for a period of thirty (30) consecutive calendar days. If the Trustee becomes Incapacitated, and in the event the Trustee, or the Advisory Board, as applicable, has not appointed a successor Trustee, the United States Trustee shall promptly appoint a successor Trustee. Any successor Trustee so appointed shall consent to and accept in writing the terms of this Agreement (other than changes favorable or neutral to the Trust and the Trust Beneficiaries and approved by the Advisory Board (if any)) and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns. Notwithstanding anything in this Agreement to the contrary, in the event that a successor Trustee is not appointed within sixty (60) days of the occurrence or effectiveness, as applicable, of the prior Trustee's resignation, death, incapacity, or removal, any party in interest shall be authorized to request the Bankruptcy Court to appoint a successor Trustee.

7.5 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

7.6 Trust Continuance. The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

7.7 Professional Compensation and Costs of Administration/Trust Expenses and Professional Fees. The Trustee shall be compensated at the hourly rate of $650.00 plus all reasonable and necessary expenses, to the extent consistent with the terms of this Agreement and the Plan, unless otherwise approved by the Bankruptcy Court upon appropriate motion and notice. In addition, subject to this Agreement and the Plan, the Trustee may retain and compensate professionals and agents (including himself/herself) as provided for in Section 3.7. The reasonable fees and actual and necessary expenses of such professionals and the Trustee shall be paid by the Trust upon submission of each fee statement to the Trustee in accordance with the following procedures. Any professionals retained by the Trustee pursuant to this Agreement shall deliver their invoices or fee statements to the Trustee and the Advisory Board (if any) before payment from the Assets shall be allowed. The Trustee shall have fifteen (15) calendar days from the delivery of any invoice or fee statement to give notice of an objection to the fee statement to the professional seeking compensation or reimbursement. For an objection to be valid, it shall be in writing and in good faith and set forth in reasonable detail the specific fees objected to and the

basis for the objection. The uncontested portion of each invoice shall be paid within twenty-five (25) calendar days after its original delivery to the Trustee. Any objection that remains unresolved fifteen (15) calendar days after it is made shall be submitted to the Bankruptcy Court for resolution.

7.8 Reporting and Filing Requirements.

(a) Within sixty (60) days after the last day of each calendar year in which the Trust shall remain in existence, the Trustee shall file a report with the Bankruptcy Court of all Assets held and received by the Trust, all Available Trust Cash disbursed to Holders of Allowed Claims, and all fees, income, and expenses related to the Trust during the preceding calendar year. Notwithstanding the foregoing, in no circumstance shall the Trustee be required to report or produce any document to which a privilege has attached.

(b) The Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions as may be necessary to cause the Trust and the Trustee to be in compliance with applicable law, such as the filing of tax or informational returns.

ARTICLE VIII
TRUST ADVISORY BOARD

8.1 Trust Advisory Board. On or prior to the Confirmation Date, an Advisory Board may be appointed by the Unsecured Creditors' Committee, which shall not include the Trustee as a Member. Each Member shall designate a representative and an alternate representative, each of which may attend meetings, vote and participate in other activities of the Advisory Board. The Advisory Board may appoint *ex officio* members. Such *ex officio* members shall not be entitled to vote.

8.2 Authority and Responsibilities.

(a) In the event an Advisory Board is appointed, such Advisory Board shall, as and when requested by the Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under this Agreement, consult with and advise the Trustee as to the administration and management of the Trust in accordance with (i) the Plan, the Confirmation Order, and this Agreement, and (ii) the Trustee's and the Advisory Board's fiduciary duties, and shall have the other responsibilities and powers as set forth herein. The Advisory Board (if any), shall have the authority and responsibility to provide direction with respect to the activities of the Trust and the performance of the Trustee and shall have the authority to remove the Trustee in accordance with Section 7.2 hereof; provided, however, that the Advisory Board may not provide direction to the Trustee or the Members to act inconsistently with their duties under the Plan, the Confirmation Order, this Agreement, or their fiduciary obligations to the Trust Beneficiaries; provided, further, that no fiduciary obligation shall be owed by the Advisory Board to any Holder of an Allowed Equity Interest.

(b) The Trustee shall consult with and provide information to the Advisory Board (if any), in accordance with this Agreement to enable the Advisory Board (if any) to meet its obligations hereunder.

(c) Notwithstanding any provision of this Agreement to the contrary, the Trustee shall not be required to follow the direction of the Advisory Board (if any) to the extent that the Advisory Board provides direction to the Trustee to take action that the Trustee, in good faith, reasonably determines, based on the advice of legal counsel, is prohibited by applicable law or by the Trustee's fiduciary obligations. Subject to the provisions in this Section 8.2(c) and the other terms and conditions contained in this Agreement, the Trustee shall be required to follow the direction of the Advisory Board (if any).

8.3 Fiduciary Duties. The Members of the Advisory Board (if any) shall have fiduciary duties to the Trust and the Trust Beneficiaries to the same extent that a director or officer of a Delaware corporation owes fiduciary duties to such corporation. In all circumstances, the Advisory Board shall act in good faith and in the best interests of the Trust Beneficiaries and in furtherance of the purpose of the Trust.

8.4 Meetings of the Advisory Board. Meetings of the Advisory Board (if any) are to be held not less often than quarterly. Special meetings of the Advisory Board may be held whenever and wherever called for by the Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice being subject to waiver by the Members). Any action required or permitted to be taken by the Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Advisory Board as evidenced by one or more writings describing the action taken, e-mail being sufficient. Unless the Advisory Board decides otherwise (which decision shall rest in the reasonable discretion of the Advisory Board), the Trustee and the Trustee's advisors may attend meetings of the Advisory Board (if any).

8.5 Manner of Acting. If an Advisory Board is elected:

(a) All meetings of the Advisory Board shall consist of all Members, unless agreed to by the non-attending Member(s). The affirmative vote of a majority of the Members present at a duly called meeting shall be the act of the Advisory Board except as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any Member participating in a meeting by these means is deemed to be present in person at the meeting. Voting (including on negative notice) may, if approved by the Members at a meeting, be conducted by e-mail or individual communications by the Trustee and each Member.

(b) Notwithstanding anything to the contrary herein, if a Member lacks authority to provide direction to the Trustee pursuant to Section 8.2 and this Section 8.5 of this Agreement, a meeting of the Advisory Board may be held with a quorum consisting of those Members who have authority to provide direction pursuant to Section 8.2 and this Section 8.5; provided, however, that all Members must be provided notice of and a reasonable opportunity to attend all meetings of the Advisory Board.

(c) Any Member who is present and entitled to vote at a meeting of the Advisory Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Advisory Board, unless: (i) such Member of the Advisory Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by e-mail) of his/her dissent or abstention to the Advisory Board before its adjournment. The right of dissent or abstention is not available to any Member of the Advisory Board who votes in favor of the action taken.

(d) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Advisory Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a Holder of Trust Interests). With respect to a Member who, has or may have a conflict of interest whereby such Member's interests are adverse to the interests of the Trust (a "Conflicted Member"): (i) such Member shall not be entitled to vote or take part in any action with respect to such matter or issue; (ii) the vote or action with respect to such matter or issue shall be undertaken only by Members of the Advisory Board who are not Conflicted Members; and (iii) notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Advisory Board; provided, however, that a conflict or potential conflict will not exist merely because (i) a Member has an economic interest in, or business or commercial relationship with, the party who appointed that Member, or has an economic interest in the outcome of such matter or issue; or (ii) a Member, or a party who appoints a Member (or one of their affiliates, units, groups, divisions, or desks), in the ordinary course of business has trading, lending, commercial banking, investment banking, asset management, brokerage activities, or other similar relationships with parties who may be the subject of Causes of Action, provided that appropriate barriers are put in place to protect against the sharing of confidential information and potential conflicts of interest, and to maintain compliance with any applicable securities laws. For the avoidance of doubt, and notwithstanding anything to the contrary herein, nothing in this Agreement shall impose any obligations on any affiliate, unit, group, division or desk of a Member or a party who appoints a Member.

8.6 Tenure of the Members of the Advisory Board. The authority of the Members will be effective as of the Effective Date and will remain and continue in full force and effect until the Trust is terminated in accordance with Section 11.2 hereof. Each Member will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 8.7, or removal pursuant to Section 8.8.

8.7 Resignation. A Member may resign by giving not less than ninety (90) days' prior written notice thereof to the Trustee and the other Members. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice; and (ii) the appointment of a successor in accordance with Section 8.9.

8.8 Removal. A majority of the Members may remove any Member for Cause. Notwithstanding the foregoing, upon a termination date, in accordance with Section 11.2, any or all of the Members shall be deemed to have resigned.

8.9 Appointment of a Successor Member.

(a) In the event of a vacancy on the Advisory Board (whether by removal, death or resignation), a new Member may be appointed to fill such position upon the consent of the other Members.

(b) Immediately upon the appointment of any successor Member, all rights, powers, duties, authority, and privileges of the predecessor Member hereunder will be vested in and undertaken by the successor Member without any further act, and such successor Member will not be liable personally for any act or omission of the predecessor Member.

(c) Every successor Member appointed hereunder shall acknowledge and deliver to the Trustee and other Members an instrument (e-mail being sufficient) accepting the appointment under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Member.

8.10 Reimbursement of Expenses. The Trustee will reimburse the Members from the Trust Available Cash for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of each of their duties hereunder.

8.11 [Reserved].

8.12 Common Interest. The Trustee and the Member(s) of the Advisory Board (each in its capacity as such) have a "common legal interest" in the Causes of Action and their successful prosecution, this Agreement, and any discussion, evaluation, or other communications and exchanges of information relating thereto and shall at all times remain subject to all applicable privileges and protections from disclosure. It is the express intent of the Trustee and the Advisory Board to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Agreement or otherwise, in whole or in part, any and all privileges and immunities.

ARTICLE IX
TRUST RIGHTS AND OBLIGATIONS

9.1 The Trustee shall cause to be prepared and filed all tax returns and tax information returns required to be filed by the Debtors, the Estates or by the Trust and shall sign all tax returns and tax information returns of the Debtors, the Estates or of the Trust which require the signature of a representative of the Debtors, the Estates or of the Trust. The Trustee shall cause to be paid all taxes due and owing by the Trust and, to the extent required by the Plan, by the Debtors or the Estate. The Trustee shall comply with Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations.

9.2 In addition to the Trustee's rights and duties with respect to the Trust, and subject to the Plan, on and after the Effective Date, the Trustee is authorized to implement the Plan and any applicable orders of the Bankruptcy Court, including taking actions in furtherance of the Trust Purpose.

ARTICLE X
MAINTENANCE OF BOOKS AND RECORDS

10.1 Subject to the Plan and unless otherwise provided therein, on the Effective Date, the Trust shall: (a) to the extent provided for in the Plan, take possession of all books, records, and files of the Debtors and the Estates, in all forms including electronic and hard copy, other than the documents of the Estates' professionals; and (b) provide for the retention and storage of such books, records, and files in accordance with the Estates' and/or Debtors' current document retention policy as may be altered, amended, modified, or supplemented by the Trustee without order of the Bankruptcy Court.

10.2 The Trustee shall maintain books and records containing a description of all property from time to time constituting the Assets and an accounting of all receipts and disbursements, provided, however, that the Trustee is under no obligation to provide such information to any Persons other than the Advisory Board (if any) absent appropriate legal process.

ARTICLE XI
DURATION OF TRUST

11.1 Duration. The Trust shall become effective upon the Effective Date of the Plan, and the Trust and its provisions herein shall remain and continue in full force and effect until the Trust is terminated in accordance with this Agreement. In accordance with the Plan, the Trust may be unilaterally revoked by the Trustee, at the direction of the Advisory Board (if any), in which case the Assets shall remain in the Estates; provided that, any party in interest shall have the right to contest any such revocation of the Trust by filing an appropriate pleading with the Bankruptcy Court. Unless a party in interest moves for and obtains a different result or the Court orders otherwise, if the Trust is unilaterally revoked, the United States Trustee shall appoint a chapter 11 trustee pursuant to Bankruptcy Code section 1104. Should a party in interest move for a different result, the revocation shall not be effective until such motion is resolved.

11.2 Termination. Subject to the Plan, the Trustee shall be discharged and the Trust shall be terminated, upon the occurrence of all of the following events (a) all Disputed Claims have been resolved, (b) all of the Assets have been administered, monetized and/or liquidated, (c) all duties and obligations of the Trustee hereunder and the Plan have been fulfilled, (d) all distributions required to be made by the Trust under the Plan have been made, and (e) the Chapter 11 Cases of the Debtors have been closed. Subject to the Plan, the Trustee shall have the discretion to determine the date on which to terminate the Trust after the occurrence of the events in (a) through (e) in this Section 11.2. Notwithstanding the forgoing, in no event shall the Trust be dissolved later than five (5) years from the Effective Date unless (x) the Bankruptcy Court, upon motion by the Trustee within the six-month period prior to the fifth anniversary of the Effective Date, or the end of any extension period approved by the Bankruptcy Court, determines that a fixed period extension not to exceed three (3) years, together with any prior extensions, is necessary to facilitate the liquidating purpose of the Trust or (y) the Trust obtains a favorable private letter ruling from the IRS providing that any extension of time would not adversely affect the status of the Trust as a liquidating trust for U.S. federal income tax purposes. The Trustee may seek such an extension with the written consent of the Advisory Board (if any), which consent shall not be unreasonably withheld.

11.3 Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust and the Estates, the Trustee shall continue to act as the Estate representative until the Trustee's duties have been fully performed, including such post-distribution tasks as necessary to windup the affairs of the Trust and the Estates. The Trustee and Trust shall provide to the Debtors, the books, records, lists of Holders of Claims, and certificates and other documents and files which shall have been delivered to or created by the Trustee as set forth in the Plan, and shall destroy all electronic records. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and after final distributions of the Trust are made, the Trustee and the Advisory Board (if any), shall have no further duties or obligations hereunder. The exculpations, limitations on liability and indemnification rights contained in Article VI hereof shall apply to any actions taken by the Trustee and the Trustee's professionals during the course of winding up the affairs of the Trust. The Trustee shall be entitled to reasonable compensation for services provided in winding up the Trust.

ARTICLE XII
TAX TREATMENT OF THE TRUST

12.1 Treatment of Asset Transfer. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Estates, the Trustee, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) shall treat the transfer of the Assets to the Trust for the benefit of the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, as (a) a transfer of the Assets (subject to any obligations relating to such Assets) directly to the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, followed by (b) the transfer by the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, of the Assets to the Trust in exchange for interests in the Trust. Accordingly, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Assets.

The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

12.2 Tax Reporting and Payment.

(a) The "taxable year" of the Trust shall be the "calendar year" as such terms are defined in section 441 of the IRC. The Trustee shall file tax returns for the Trust treating the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Section 12.2. The Trustee also will annually, by May 1 of each year, send to each Trust Beneficiary and, if applicable, to the Holders of Allowed Equity Interests, a separate statement setting forth such Holder's share of items of income, gain, loss, deduction, or credit (including the receipts and expenditures of the Trust), other than such items in respect of any assets allocable to, or retained on account of, Disputed Claims, as relevant for U.S. federal income tax purposes and will instruct all such persons to use such information in preparing their U.S. federal income tax returns. The Trustee shall also file (or cause to be filed) any other statement, return, or disclosure relating to the Trust that is required by applicable law.

(b) Allocations of Trust taxable income among the persons treated as owners of the Trust for tax purposes shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any restrictions on distributions set forth in the Plan or this Agreement) if, immediately prior to such deemed distribution, the Trust had distributed all its assets (valued at their tax book value, other than assets allocable to Disputed Claims), adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Trust. Similarly, taxable loss of the Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Assets. The tax book value of the Assets for purposes of this Section 12.2 shall equal their fair market value as of the date such Assets are transferred to the Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(c) The Trustee shall be responsible for payment, out of the Assets, of any taxes imposed on the Trust (including any "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations) or the Assets. In accordance therewith, any taxes imposed on any disputed ownership fund or its assets will be paid out of the assets of the disputed ownership fund and netted against any subsequent distribution in respect of the allowance or disallowance of such Claims. The Trustee (i) may timely elect to treat any assets allocable to Disputed Claims as a "disputed ownership fund" governed by Section 1.468B-9 of the Treasury Regulations, and (ii) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Trustee, Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) shall report for U.S. federal,

state and local income tax purposes consistently with the foregoing. The Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto. In the event, and to the extent, any Cash retained on account of Disputed Claims associated with the Trust is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, the Trustee may, in its discretion, (a) sell any non-Cash assets relating to such Disputed Claims (including any assets otherwise distributable as a result of disallowance of such Claim) to pay such taxes or (b) reimburse the Trust for the payment of such taxes from any subsequent Cash amounts allocable to, or retained on account of, such taxes from any subsequent Cash amounts allocable to, or retained on account of, such Disputed Claims (including any Cash otherwise distributable as a result of disallowance of such Claims).

12.3 Withholding of Taxes.

(a) The Trustee is entitled to deduct and withhold and pay to the appropriate governmental entity all amounts required to be deducted or withheld pursuant to the IRC or any provision of any state, local, or non-U.S. tax law with respect to any payment or distribution to the Trust Beneficiaries and, if applicable, to the Holders of Allowed Equity Interests.

(b) The Trustee shall be authorized to collect such tax information from the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and this Agreement. As a condition to receive distributions under the Plan, all Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, may be required to identify themselves to the Trustee and provide tax information and the specifics of their holdings, to the extent the Trustee deems appropriate, including an IRS Form W-9 or, in the case of those persons that are not United States persons for federal income tax purposes, certification of foreign status on an applicable IRS Form W-8.

12.4 Valuation. Promptly following the Effective Date, the Trustee shall determine the value of the Assets, based on the good-faith determination of the Trustee, and the Trustee shall apprise, in writing, the Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including the Trustee, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) for all federal income tax purposes. The Trust shall bear all of the reasonable costs and expenses incurred in connection with determining such value, including the fees and expenses of any professionals retained in connection therewith. The Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Trust that are required by any governmental unit.

12.5 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the Trust, the Debtors or the Estates, under section 505(b) of the Bankruptcy Code for all returns filed for, on behalf of, or by the Trust, the Debtors or the Estates, for all taxable periods through the termination of the Trust.

12.6 Intention of Parties to Establish Grantor Trust and Taxation of Income. All earnings of the Trust shall be currently taxable to the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interest, in the year in which such earnings are required to be reported for federal income tax purposes (other than such items in respect of any assets allocable to, or retained on account of, Disputed Claims). The Trust is intended to qualify as a "grantor trust" for federal and applicable state income tax purposes (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9), and the Trustee shall use the Trustee's best efforts to operate and maintain the Trust in compliance with all statutes and IRS regulations governing grantor trusts.

12.7 Tax Returns. In accordance with the Plan and this Agreement, the Trustee shall cause the preparation and filing of tax returns for the Estates.

12.8 [Reserved.]

12.9 Filing, Reporting, Withholding. The Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority regarding the Trust's, the Debtors' or Estates' tax obligations, if any, and all distributions made by the Trust shall be subject to any such withholding and reporting requirements. The Trust is also authorized to make tax elections on behalf of the Debtors and the Estates.

Notwithstanding anything herein to the contrary, each Holder of an Allowed Claim that has received a distribution under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation, on account of such distribution under the Plan. The Trustee or the Trustee's agent shall be authorized and fully protected in withholding and remitting to the appropriate taxing authority any required amounts from a distribution under the Plan. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed to such Holders of Claims for all purposes of this Agreement.

ARTICLE XIII
DISCHARGE ORDER AND CLOSING OF CHAPTER 11 CASES

13.1 Discharge Order. The Trustee, at the direction of the Advisory Board (if any) may seek a Discharge Order on behalf of the Debtors.

13.2 Closing of Chapter 11 Cases. In addition to the Advisory Board (if any) and the Trustee's rights and duties with respect to the Trust as set forth herein, on and after the Effective Date, the Trustee and the Advisory Board (if any) shall have the power and authority in accordance with the Plan to file any documents necessary to close the Chapter 11 Cases and the Estates. The

Trustee shall also have the power and authority to terminate the Estates for applicable federal or state income tax purposes.

ARTICLE XIV
MISCELLANEOUS

14.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the Trust and the Trustee with respect to the administration of and activities relating to the Trust, as well as (b) any issues or disputes arising out of this Agreement; provided, however, that notwithstanding the foregoing, the Trustee, at the direction of the Advisory Board (if any), shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Causes of Action assigned to the Trust, subject to the consultation and consent requirements set forth in this Agreement, the Plan and the Confirmation Order.

14.2 Notices. All notices to be given to Holders of Claims may be given by e-mail, ordinary mail, or may be delivered personally, to the Holders at the addresses appearing on the books kept by the Trustee, Debtors, or Estates. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile or e-mail (if receipt is confirmed) addressed as follows:

If to the Trust/Trustee:

MACCO Restructuring Group, LLC
The Pennzoil Building
700 Milam Street, Suite 1300
Houston, TX 77002
Attn: David Weinhoffer (davidw@macco.group)
Telephone: (832) 434-9167

with copies to:

Milbank LLP
2029 Century Park East, 33rd Floor,
Los Angeles, CA 90067
Attn: Mark Shinderman (mshinderman@milbank.com)
Telephone: (424) 386-4411

55 Hudson Yards,
New York, NY 10001
Attn: Rachelle Rubin (rrubin@milbank.com)
Telephone: (212) 530-5225

And

Norton Rose Fulbright US LLP

1301 McKinney St., Suite 5100
Houston, TX 77010
Attn: Ryan Manns (ryan.manns@nortonrosefulbright.com)
Attn: Julie Harrison (julie.harrison@nortonrosefulbright.com)
Telephone: (713) 651-5151

If to the Debtors:

M3 Advisory Partners
1700 Broadway, 19th Floor
New York, NY 10019
Attn: Seth Herman (sherman@m3-partners.com)
Attn: Eric Greenhaus (egreenhaus@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Jackson Walker LLP
1401 McKinney Street, Suite 1900
Houston, TX 77010
Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com)
Attn: Kristhy M. Peguero (kpeguero@jw.com)
Attn: Genevieve M. Graham (ggraham@jw.com)
Telephone: (713) 752-4200

or to such other address as may from time to time be provided in written notice by the Trustee or the Debtors.

14.3 No Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflicts of law principles, except to the extent that the law of the United States, including the Bankruptcy Code, governs any matter set forth in this Agreement, in which case such federal law shall govern.

14.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

14.6 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

14.7 No Execution. All funds in the Trust shall be deemed in *custodia legis* until such times as the funds have actually been paid on behalf of the Estates to a Holder of an Allowed Claim, and no Holder of a Claim or any other Person may bind, pledge, encumber, execute upon,

garnish, or attach the Assets or the Trustee in any manner or compel payment from the Trust except by final order of the Bankruptcy Court.

14.8 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of the Plan shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control. Nothing in this Agreement is intended to expand any rights of any party or limit any obligations arising under the Plan or Confirmation Order.

14.9 Amendment. The Trustee may, from time to time, modify, supplement, or amend this Agreement but only to clarify any ambiguity or inconsistency, or to render the Agreement in compliance with its stated purposes and the Plan, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any Trust Beneficiary. This Agreement may not be amended in a way that would make it inconsistent with the Plan or Confirmation Order. Any material amendments to this Agreement must be approved by the Bankruptcy Court and a majority of the Members of the Advisory Board (if any).

14.10 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, including by e-mail, pdf and/or facsimile, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

14.12 Further Assurances. The Debtors and Trustee shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement without the need for further order of the Bankruptcy Court.

14.13 Jurisdiction and Venue. The Estates and Trustee submit and consent to the jurisdiction (both personal and subject matter) of the Bankruptcy Court to adjudicate any dispute or claim arising under this Agreement. In the event the Bankruptcy Court declines to or cannot exercise jurisdiction over any such disputes, then the Estates and Trustee agree to the jurisdiction (both personal and subject matter) of the State or Federal Courts located in Houston, Texas. THE ESTATES AND TRUSTEE EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.

14.14 Effective Date. This Agreement shall become effective on the Effective Date of the Plan.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

INITIAL TRUSTEE

By: _____
Name: David Weinhoffer
Title: Managing Director,
MACCO Restructuring Group

SORRENTO THERAPEUTICS, INC., AS DEBTOR IN POSSESSION

By: _____
Name: Mohsin Meghji
Title: Managing Partner,
M3 Partners

SCINTILLA PHARMACEUTICALS, INC., AS DEBTOR IN POSSESSION

By: _____
Name: Mohsin Meghji
Title: Managing Partner,
M3 Partners

Exhibit A

Plan

Exhibit B

Advisory Board

1. HCP Life Science REIT, Inc.

Exhibit A-2

Redline of Liquidation Trust Agreement

Exhibit A

LIQUIDATION TRUST AGREEMENT

This Liquidation Trust Agreement (as it may be amended, modified, supplemented or restated from time to time, this "Agreement") dated as of [●], 2023, is made and entered by and among Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. (collectively, the "Debtors") and David Weinhoffer, solely in his capacity as liquidating trustee and plan administrator for purposes of this Agreement (the "Initial Trustee") in connection with and pursuant to the terms of the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] and all exhibits, supplements (including the Plan Supplement), appendices, and schedules thereto (each of which is incorporated by reference and made part of the Plan as if set forth therein), in each case, as may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "Plan"),[1] which Plan is attached hereto as Exhibit A and provides for, among other things, the establishment of the Liquidation Trust evidenced hereby (the "Trust").

RECITALS

WHEREAS, on February 13, 2023, the Debtors commenced the Chapter 11 Cases[2] by filing voluntary chapter 11 petitions in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court");

WHEREAS, this Agreement is entered into to effectuate the establishment of the Trust as provided in and in accordance with the Plan;

WHEREAS, the Trust is established for the benefit of the Holders of Allowed Class 3 General Unsecured Claims (each such claimholder, a "Trust Beneficiary" and collectively, "Trust Beneficiaries");

WHEREAS, the purpose of the Trust shall be to, among other things (i) collect, hold, monetize, administer, distribute and liquidate the Assets (as defined herein) for the benefit of the Trust Beneficiaries, (ii) make distributions of the Available Trust Cash to the Trust Beneficiaries, and if the Trust Beneficiaries are paid in full in Cash, if applicable, Holders of Allowed Equity Interests, in each case to the extent required by and permitted under the Plan in the manner provided for in this Agreement, the Plan, and the Confirmation Order, and (iii) effectuating the Wind-Down and Plan Administration Process as set forth in the Plan, which shall include distributions from the Allowed Claims Reserve to Holders of Allowed Claims in accordance with the Plan;

[1] ~~Capitalized terms used in this Agreement not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan.~~ The terms of the Plan are incorporated herein, as if stated verbatim.

[2] The lead case number for the Chapter 11 Cases is 23-90085 (CML).

WHEREAS, the Trust shall have no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the Trust as set forth in this Agreement, the Plan, and the Confirmation Order;

WHEREAS, the Trust Beneficiaries shall each receive their Pro Rata distribution of the Available Trust Cash until such Trust Beneficiaries receive payment in full, in Cash;

WHEREAS, the Trust is intended to qualify as a liquidating trust within the meaning of United States Treasury Regulation (hereinafter "Treasury Regulation") Section 301.7701-4(d) and, accordingly, as a grantor trust for U.S. federal income tax purposes pursuant to Internal Revenue Code 1986, as amended (the "IRC") Sections 671-677 (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9);

WHEREAS, the Trust is intended to be exempt from the requirements of the Investment Company Act of 1940;

WHEREAS, it is intended that for all U.S. federal income tax purposes, the transfer of the Assets to the Trust be treated as a deemed transfer of the Assets by the Debtors to the Trust Beneficiaries and, potentially, Holders of Allowed Equity Interests, under the Plan, followed by a deemed transfer of the Assets by the Trust Beneficiaries, and, potentially, Holders of Allowed Equity Interests, to the Trust in exchange for the Trust Interests, and to treat the Trust Beneficiaries and, potentially, Holders of Allowed Equity Interests, as the grantors and owners of the Trust in accordance with Treasury Regulation Section 301.7701-4 (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9); and

WHEREAS, the Bankruptcy Court shall retain jurisdiction over the Trust, the Trustee, and the Assets as provided in this Agreement, the Plan, and the Confirmation Order.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the Debtors and the Trustee (and the Trust Beneficiaries, on the Effective Date, by virtue of the Confirmation Order[3]), agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

(a) "Allowed Claims Reserve" shall have the meaning set forth in Section 3.16 herein.

[3] The Confirmation of the Plan, and the occurrence of the Effective Date, shall conclusively be deemed the agreement of each of the Trust Beneficiaries to the terms of this Agreement. All reference to the Debtors' and the Trustee's agreement to the terms of this Agreement, shall include the agreement to such terms and this Agreement by the Trust Beneficiaries.

(b) "Assets" shall mean all Avoidance Actions and any other Causes of Action, any and all Cash and Estate assets transferred to the Trust on the Effective Date by the Liquidating Debtors pursuant to the Plan.

(c) "Available Trust Cash" shall mean the aggregate of the amounts remaining from time to time of the Cash transferred to the Trust on the Effective Date, proceeds of Causes of Action, plus Cash proceeds of all other Assets, including any assets acquired from and after the Effective Date, and the proceeds thereof after paying, funding, reserving against, or satisfying: (a) fees due to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) that are incurred after the Effective Date of the Plan; (b) tax obligations of the Estates, (c) operating and administrative expenses of the Trust, including but not limited to all costs, fees, expenses, and obligations incurred by the Trustee and any professionals who may be employed by the Trustee in administering the Trust pursuant to the Plan and in carrying out the Trustee's responsibilities under this Agreement; (d) amounts Allowed for (i) final compensation and reimbursement of expenses in the Chapter 11 Cases for the Trustee and each Professional, pursuant to final fee applications requesting compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date and (ii) fees and expenses related to filing such final fee applications and attending any hearings on such final fee applications; and (e) the Allowed Claims Reserve.

(d) "Cause of Action" shall have the meaning set forth in the Plan, including as described in the Plan Supplement.

(e) "Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

(f) "Default" shall mean the failure to make a distribution under the Plan that is not cured within forty-five (45) calendar days.

(g) "Estate" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

(h) "Estate Representative" shall mean the Trust as representative of each Estate.

(i) "Initial Trustee" shall mean David Weinhoffer.

(j) "Liquidating Trust Investments" shall mean short-term, investment grade investments that consist of: (1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition; (2) time deposits, certificates of deposit and bankers' acceptances of any domestic commercial bank the short-term debt obligations of which have been rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Investors Service, Inc. and which mature in not more than one year; (3) commercial paper rated A-1 or the

equivalent thereof by Standard & Poor's Corporation or P-1 or the equivalent thereof by Moody's Investors Service, Inc., and in each cash having maturities of not more than 90 days from the date of acquisition; or (4) money market funds or money market mutual funds (other than closed-end funds) which maintain a constant net asset value and have at the time of such investment a rating by Moody's Investors Service, Inc. or Standard & Poor's Corporation at least equivalent to "A."

(k) "Plan" shall have the meaning set forth in the Recitals.

(l) "Trust" shall mean this Liquidation Trust established pursuant to the terms of this Agreement and the Plan.

(m) "Trust Purpose" shall mean (i) implementing the Plan, (ii) conserving and protecting the Assets and the administration thereof in accordance with the provisions of this Agreement, the Plan, and the Confirmation Order; (iii) prosecuting the Causes of Actions, (iv) investigating and, if appropriate, pursuing other Causes of Action, (v) administering, monetizing and/or liquidating the Assets, (vi) objecting to or Allowing Claims and resolving all Disputed Claims, (vii) protecting creditors of the Estates by ensuring that Assets will not be dissipated, (viii) making all distributions to Trust Beneficiaries and Holders of Allowed Claims and Interests (as applicable) from the Trust solely as provided for in the Plan and this Agreement; (ix) filing tax returns; and (x) effectuating the Wind-Down and Plan Administration Process, which shall include liquidating and dissolving the Trust and the Estates as set forth in the Plan.

(n) "Trustee" shall mean (a) initially, the Initial Trustee, and (b) thereafter any successors or replacements duly appointed under the terms of this Agreement.

1.2 Use of Plan Definitions. All capitalized terms that are used in this Agreement but not defined herein shall have the meaning set forth for such terms in the Plan.

1.3 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include all other genders.

1.4 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words "hereof," "herein," "hereinafter," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement. The words "include," "includes" or "including" shall be construed as if followed by the words "without limitation."

ARTICLE II
DECLARATION OF TRUST

2.1 Creation and Name. There is hereby created the Trust, referred to as the "Liquidation Trust" in the Plan. The Trustee may conduct the affairs of the Trust under the name of the "Sorrento Liquidation Trust" or other name as the Trustee may select (after notice to the Bankruptcy Court).

2.2 Purpose of Trust. The Estates and the Trustee, pursuant to the Plan and in accordance with this Agreement and the Bankruptcy Code, hereby create the Trust for the Trust Purpose. The Trust will be the Estate Representative on and after the Effective Date and the Chapter 11 Cases. The activities of the Trust shall be limited to those activities set forth in this Agreement, as may be amended, and as otherwise contemplated by or necessary or desirable for the completion or implementation of the Plan (as determined by the Trustee in the Trustee's reasonable discretion, at the direction of the Advisory Board (if any)). The Trust shall be administered in accordance with Section 301.7701-4(d) of the Treasury Regulations and Revenue Procedure 94-45, 1994-2 C.B. 684, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust, and shall not deviate from furtherance of the Trust Purpose.

2.3 Transfer of Assets.

(a) The Estates hereby grant, assign, convey, transfer and deliver all of the Estates' rights, titles and interests in the Assets to the Trust as of the Effective Date to be held in trust for the benefit of the Trust Beneficiaries (other than the Allowed Claims Reserve, which shall be held in trust for the benefit of Holders of Allowed Claims) pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and Confirmation Order. As of the Effective Date, except as otherwise provided in the Plan, the Assets shall be transferred to the Trust free and clear of any and all liens, claims, encumbrances, and interests (legal, beneficial, or otherwise) of all other Persons and governmental units to the maximum extent contemplated by and permissible under section 1141(c) of the Bankruptcy Code for the uses and purposes as specified in this Agreement and the Plan. The Assets shall be used to, among other things, satisfy the following liabilities: (a) all fees payable pursuant to 28 U.S.C. § 1930 that accrue from the Effective Date until such time as the Bankruptcy Court enters a final decree closing the Debtors' Chapter 11 Cases; (b) any fees and expenses incurred and unpaid, or to be incurred by the Trustee and the Trustee's respective agents and professionals, as further described in Section 3.7, in the performance of their roles and responsibilities in connection with the Trust Purpose and winding up the Estates after the Effective Date; (c) distributions in accordance with the Plan and this Agreement; (d) the final fee applications of each Professional requesting compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date and in filing such final fee applications and attending any hearings on such final fee applications; (e) the fees and expenses of the Wind-Down and the Plan Administration Process; and (f) any other obligations as

may be specifically set forth in, or arise out of or in connection with, this Agreement, the Plan and/or Confirmation Order, as the case may be.

(b) Notwithstanding anything in this Agreement to the contrary, and subject to the Plan, the Trustee may (at the direction of the Advisory Board (if any)), after obtaining Bankruptcy Court approval, abandon or otherwise not accept any Assets that the Trustee believes, in good faith, or has been advised by agents or professionals, have no value. Any Assets that the Trust so abandons or otherwise does not accept shall not vest in the Trust and shall be deemed abandoned by the Debtors and their Estates.

(c) The Trust shall automatically, and without need for further notice or approval of the Bankruptcy Court or the Estates, be designated as the Estate Representative pursuant to section 1123 of the Bankruptcy Code to enforce or pursue any Causes of Action transferred to the Trust on or after the Effective Date in accordance with the terms of this Agreement, the Plan and/or the Confirmation Order.

(d) In connection with the vesting and transfer of assets to the Trust, including rights and the Causes of Action, access to books and records, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust shall vest in the Trust. The Debtors and the Trustee, at the direction of the Advisory Board (if any), shall take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, the following shall not be considered estate property and thus shall not be transferred to the Trust: (i) attorney work product not shared with the client or professionals retained by the Debtors, other than counsel retained by the Debtors; and (ii) communications solely between or among counsel retained by the Debtors and not including the client or other professionals retained by the Debtors.

2.4 Appointment and Acceptance of Trustee. The Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) and all other applicable sections of the Bankruptcy Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf, and for the benefit, of the Estates, by the Estates of all of their respective rights, title, and interest in the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

2.5 Trust Advisory Board.

(a) The Unsecured Creditors' Committee, may elect, in its sole discretion, members (each, a "Member") to a trust advisory board (the "Advisory Board") An initial list of members, if such Advisory Board is elected, shall be identified on Exhibit B hereto.

(b) The Trustee agrees to accept and hold the Assets in trust for the benefit of the Trust Beneficiaries, (other than the Allowed Claims Reserve, which shall be held in trust for the benefit of Holders of Allowed Claims), subject to the provisions of

the Plan, the Confirmation Order, and this Agreement, and shall serve at the direction of the Advisory Board (if any), as set forth in this Agreement, including Article 8 hereof.

ARTICLE III
ADMINISTRATION OF THE TRUST

3.1 Rights, Powers, Privileges and Duties. The Trustee and the Advisory Board (if any), shall have the rights, powers, privileges, and duties expressly provided in this Agreement, the Plan and the Confirmation Order which such rights, powers, privileges, and duties include retaining counsel and other agents pursuant to Section 3.7 to assist with the exercise of the Trustee's powers. Subject to the terms of the Plan and this Agreement, the Trustee, at the direction of the Advisory Board (if any), shall have the power to take the actions granted in this Section 3.1, and any powers reasonably incidental thereto, which the Trustee, at the direction of the Advisory Board (if any), reasonably determines to be necessary or appropriate to fulfill the purpose of the Trust, including but not limited to:

(a) Prosecuting, settling, assigning, or otherwise compromising or abandoning for the benefit of the Trust any and all Causes of Action transferred, assigned and conveyed to the Trust or arising in favor of the Trust, including taking any action with respect to appeals, counterclaims, and defenses of, or with respect to, such claims and causes of action, including retaining counsel and other agents pursuant to Section 3.7 to pursue the Causes of Action as permitted by the Plan unless otherwise required or modified by this Agreement;

(b) Exercising all powers provided to the Trustee or the Trust under the Plan or Confirmation Order, including the right to allow, object to, or reconcile all Claims, including General Unsecured Claims, Other Priority Claims, Other Secured Claims, and any other Claims asserted against the Estates, including retaining counsel and other agents pursuant to Section 3.7 to address such Claims as permitted by the Plan unless otherwise required or modified by this Agreement;

(c) Subject to Section 3.11, administering, monetizing, liquidating, selling or abandoning the Assets or any portion thereof, including retaining counsel and other agents pursuant to Section 3.7 to assist the Trustee with administering, monetizing, liquidating, selling or abandoning the Assets or any portion thereof;

(d) Determining and satisfying any liabilities created, incurred or assumed by the Trust, including retaining counsel and other agents pursuant to Section 3.7 to assist with such duties;

(e) Executing any documents and taking any other actions related to, or in connection with, the liquidation of the Assets and the exercise of the Trustee and Advisory Board's powers granted in this Agreement, the Plan, and Confirmation Order,

including retaining counsel and other agents pursuant to Section 3.7 to assist with the exercise of the Trustee and Advisory Board's powers;

(f) Holding legal title to any and all rights of the Estates in, to, or arising from the Assets;

(g) Establishing any other required reserves, in an amount as may be necessary and appropriate for the proper operation of matters incident to the Trust or the Plan, as the case may be;

(h) Protecting and enforcing the rights to the Assets vested in the Trust by this Agreement, the Plan and Confirmation Order by any method reasonably determined to be appropriate;

(i) Making distributions of the Assets or from the Allowed Claims Reserve (as applicable) on behalf of the Estates to Holders of Allowed Claims in accordance with the Plan, and the Confirmation Order;

(j) Causing to be prepared and filing any and all tax and information returns relating to the Estates or the Trust, including (i) the signing by the Trustee of all tax returns and other tax-related documents requiring a signature of the Estate Representative; (ii) paying any taxes properly payable by the Estates; (iii) filing and issuing any and all necessary information returns; and (iv) taking any and all action necessary to obtain payment of any tax refund(s) due to the Estates, due to the Debtors which belong to the Estates, or the Trust, as applicable;

(k) Making all necessary filings on behalf of the Estates and/or Trust in accordance with any applicable law, statute, or regulation;

(l) Determining and satisfying from the Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, incurred by or on behalf of the Estates and/or Trust;

(m) Investing the Assets received by the Trust or Trustee or otherwise held by the Trust or Trustee in accordance with Section 3.11;

(n) Creating sub-trusts or title vehicles of which the Estates hold beneficial or ownership interests;

(o) Opening and maintaining bank accounts or trust or agency accounts on behalf of or in the name of the Trust and/or Estates;

(p) Maintaining the Trustee's books and records which may rely upon the official claims register maintained in the Chapter 11 Cases and any applicable court order with respect to Claims against the Estates;

(q) Performing such functions and taking such actions as are provided for or permitted in this Agreement, the Plan, the Confirmation Order, or any other

agreement executed pursuant to this Agreement, the Plan, or the Confirmation Order;

(r) Execute offsets against Claims, as provided for in the Plan;

(s) Pay all fees and expenses and make all other payments relating to the Trust's Assets and operations, including with respect to the Wind-Down and the Plan Administration Process;

(t) Pay all United States Trustee fees incurred after the Effective Date of the Plan until such time as the Bankruptcy Court enters a final decree closing the Debtors' Chapter 11 Cases;

(u) Execute any and all documents on behalf of the Trust and Estates;

(v) Complete and file any outstanding monthly operating reports (or any other reporting obligations) of the Estates which are not yet due or filed as of the Effective Date;

(w) Collect outstanding receivables of the Estates, including, but not limited to, receivables and/or Causes of Action; and

(x) Any other act needed to administer the Trust or implement the Plan in accordance with the terms thereof and this Agreement.

3.2 Assets. Subject to the Plan and this Agreement, the Trustee shall be authorized to collect and liquidate all uncollected and unliquidated Assets.

3.3 Claims Administration. Subject in all respects to the provisions hereof and as set forth in the Plan, the Trustee shall have the authority to allow, reconcile, and file objections to Claims, and to settle, compromise, withdraw, or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise.

3.4 Litigation. Subject to the Plan, from and after the Effective Date, the Trustee, at the direction of the Advisory Board (if any), shall manage and control all litigation on behalf of the Trust and/or Estates, as applicable, whether objecting to Claims or asserting affirmative Claims or Causes of Action. Any litigation will be in the name of the Trust as the Estate Representative. The Trust shall pay litigation costs, and such payments will be expenses of the Estates, not distributions to the Debtors. From and after the Effective Date, the Trustee, at the direction of the Advisory Board (if any), shall have the sole authority to administer and adjust the Claims' register to reflect any settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court.

3.5 Estimation. Subject to this Agreement, the Trust may request in accordance with the Plan that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code or otherwise.

3.6 Causes of Action. On and after the Effective Date, the Trustee may pursue all Causes of Action even if such action was previously commenced in the name of the Debtors, and/or the Estates, at the direction of the Advisory Board (if any).

3.7 Agents and Professionals. The Trustee may, but shall not be required to, consult with, retain, and delegate matters to attorneys, financial advisors, accountants, tax preparers or other agents (which may be affiliated with the Trustee), professionals and employees as the Trustee deems appropriate in the reasonable exercise of the Trustee's discretion and at the direction of the Advisory Board (if any), and whom the Trustee reasonably determines to have qualifications necessary and appropriate to assist the Trustee in the proper administration of the Trust. Subject to Section 7.7, the Trustee may pay the reasonable fees, costs and expenses of such persons (including himself/herself) out of the Assets in the ordinary course of business pursuant to this Agreement, the Plan and/or the Confirmation Order (without any further Bankruptcy Court order). Subject to the terms and conditions of this Agreement, the Plan and Confirmation Order, the Trustee may retain professionals who previously were employed by the Unsecured Creditors' Committee, and/or the Debtors.

3.8 Safekeeping of Assets. All Assets shall, until distributed or paid over as herein provided or as provided in the Plan, be held in trust for the benefit of the Estates in accordance with the Plan and this Agreement. The Trustee shall not have any liability for interest or producing income on any moneys received by the Trustee herein and held for distribution or payment to Holders of Allowed Claims in accordance with the terms of the Plan, except as such interest or income shall actually be received by the Trustee.

3.9 Limitations on Trustee. The Trustee, at the direction of the Advisory Board (if any), shall only take such actions consistent with administering, investing, monetizing and/or liquidating the Assets as required by applicable law, and, except as otherwise set forth herein, to the extent such actions are permitted by this Agreement. The Trustee shall be restricted to the Trust Purpose. Notwithstanding anything herein to the contrary, the Trustee and the Advisory Board (if any) shall at all times act in furtherance of the Trust Purpose and shall not take any action inconsistent with the treatment of the Trust as a "liquidating trust" treated as a "grantor" trust for income tax purposes. The Trustee and the Advisory Board (if any) shall not take steps to facilitate the development of a secondary market in interests in the Trust.

3.10 Trustee's Relationship to the Company. The Trustee shall have no duty to investigate any allegations of malfeasance raised by or on behalf of the Debtors. However, the Trustee and the Advisory Board (if any) have the right to obtain information regarding the Debtors, its subsidiaries and its management and operations on a confidential basis subject to the terms hereof.

3.11 Investment. Investments held in the Trust that do not monetize on their own will not be monetized after Effective Date without the consent of the Trustee. Cash on hand in the Trust that is not otherwise required for distributions under the Plan and proceeds of investments or otherwise, may be invested or reinvested (as applicable) with the consent of both the Trustee and the Advisory Board (if any). The powers of the Trustee to invest any monies held by the Trust, other than those powers reasonably necessary to maintain the value of the Assets and to further the liquidating purpose of the Trust, shall be limited to powers to invest in only

Liquidating Trust Investments that a liquidating trust, within the meaning of Section 301.7701-4(d) of the Treasury Regulations, may be permitted to hold pursuant to applicable law, whether set forth in the Treasury Regulations, Internal Revenue Service (the "IRS") rulings, IRS pronouncements, any modification of the IRS guidelines or otherwise (including for the avoidance of doubt, Revenue Procedure 94-45, 1994-2 C.B. 684). The Trustee and the Advisory Board (if any) shall not have any liability in the event of any loss of value or lack of appreciation from any investment maintained or made by or on behalf of the Trust (except for the Trustee's or Debtors' willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing). In making any investment decision, the Trustee and the Advisory Board (if any), shall consider the timing and schedule of distributions under the Plan in the determination of whether, and how, to invest any funds.

3.12 Trustee Action. The Trustee, at the direction of the Advisory Board (if any), shall hold, collect, conserve, protect, and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts, at the direction of the Advisory Board (if any), as set forth therein for the purposes set forth in the Plan, and this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative.

3.13 Bankruptcy Court Approval of Trustee Actions. Except as provided in the Plan and the Confirmation Order or as otherwise specified in this Agreement the Trustee (inclusive of the Trustee's agents acting in such capacity) and the Advisory Board (if any), need not obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder to the Trustee. The Trustee, at the direction of the Advisory Board (if any), shall exercise the Trustee's reasonable business judgment in order to maximize the value of the Assets for Trust Beneficiaries, and shall make distributions under the Plan to the Trust Beneficiaries and Holders of Allowed Claims, as applicable, and potentially to Holders of Allowed Equity Interests, each in accordance with this Agreement, the Plan, and the Confirmation Order, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing in this Section 3.13, the Trustee may, in the Trustee's sole discretion and at the Trust's expense, seek Bankruptcy Court approval for authority to take a particular action which the Trustee may desire to have explicit approval of the Bankruptcy Court with respect to the Assets, the Trust, and the Estates, and as provided in the Plan or this Agreement, including the administration and distribution of the Assets or resolution of any Causes of Action. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion with notice to the Rule 2002 service list (as modified by the Plan) which may be made by e-mail, where available.

3.14 Confidentiality. The Trustee and any Member of the Advisory Board, shall, during the period that he or she serves as Trustee (or Advisory Board Member) under this Agreement and for a period of twenty-four (24) months following the dissolution of the Trust, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Assets and Causes of Action, relates, or which the Trustee or Member of the Advisory Board has become aware of in the Trustee's capacity as Trustee or such Member's capacity as a Member of the Advisory Board**, except as otherwise required by law**.

3.15 Privileged Documents and Preservation of Privilege. For the purpose of assisting the Trust in pursuing Causes of Action and/or objecting to Claims, the Trustee or the Advisory Board (if any), may disclose to its advisors, agents, professionals, agents' or professionals' administrative support personnel, or any consulting non-testifying experts, retained on behalf of the Trust, any privileged documents (or the contents of the privileged documents), or otherwise take any actions that may constitute a waiver of the attorney-client privilege, work product privilege, common interest privilege, or any other applicable privileges or immunities with respect to the privileged documents, without such actions constituting a waiver The Trust is a successor-in-interest to the Debtors and the Estate and, therefore, the Trustee's receipt of any attorney-client privilege, work product privilege, common interest privilege or other privilege or immunity attaching to any Causes of Action, documents, or communications (whether written or oral) transferred pursuant to the Plan or otherwise as provided herein, does not impair or waive any privilege, as such privilege shall vest in the Trust.

3.16 Allowed Claims Reserve. The Trustee shall establish and maintain a claims reserve that shall consist of Cash necessary and sufficient for the Trustee to make distributions under the Plan and this Agreement with respect to the Claims that (i) have been Allowed and (ii) have not been Allowed as of the date determined for distribution on account of such Claims under the Plan if such Claims were to subsequently become Allowed Claims, pending the allowance or disallowance of Disputed Claims (the "Allowed Claims Reserve"). The Allowed Claims Reserve is a separate and distinct Reserve. The Trustee shall be authorized to make distributions from the Allowed Claims Reserve (a) upon or after the Effective Date with respect to Allowed Claims, or (b) upon final order of the Bankruptcy Court with respect to Disputed Claim(s), or (c) as otherwise agreed to by the Trustee, at the direction of the Advisory Board (if any), to the Holder of such Allowed Claim or Holder of such Disputed Claim to the extent it has been determined to be an Allowed Claim, each as soon as reasonably practicable and in an amount of payment or distribution to which it would have been entitled if the portion of the Claim so Allowed had been allowed as of the Effective Date, all in accordance with the Plan and the Confirmation Order.

ARTICLE IV
DISTRIBUTIONS FROM THE TRUST

4.1 Distributions. On and after the Effective Date, the Trustee at the direction of the Advisory Board (if any), shall make distributions as and when required in accordance with the terms of the Plan, but no less often than annually, except that the Trust may retain amounts reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims). Except as specifically provided for in the Plan, any Cash payment to be made may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors or if the applicable creditor makes a request in writing to the Trustee noting a preference.

4.2 [Reserved.]

4.3 Undeliverable Property. Any distribution made by check that is not cashed within six (6) months from the date of such distribution, shall revert to, and revest in, the Trust or its successors or assigns, as the case may be, and any claim or right of the Holder of such Claim to

such property or interest in property shall be discharged and forever barred. The Trust may, but shall have no obligation to, attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records, the proofs of Claim filed against the Debtors, as reflected on the claims register maintained by the Bankruptcy Court, and any change of address reflected on the docket of the Chapter 11 Cases. If any check is not cashed within 6 months, the Claim is extinguished with no further action required by the Trustee or the Bankruptcy Court.

4.4 Payments Limited to Assets. All payments to be made by the Trustee for the benefit of the Estates to Holders of Allowed Claims shall be made only from the Assets or proceeds from Causes of Action and in accordance with the Plan or any other source of funding for the Trust and/or the Estates. Notwithstanding any provision herein to the contrary, the Trust shall not, and the Trustee shall not cause the Trust to, make any distributions to the extent such distributions would violate applicable law or be inconsistent with the Plan.

4.5 United States Trustee Fees and Reports. After the Effective Date, the Trust shall, in accordance with the Plan, pay as an expense of the Trust all fees due and payable pursuant section 1930 of title 28 of the U.S. Code and shall file such quarterly and annual reports as are required by the United States Trustee. To the extent any statutory fees are paid on account of Cash or Assets disbursed to the Trust on the Effective Date, a second fee shall not be paid when the same Cash or Assets are used for distributions under the Plan and/or other Trust obligations.

4.6 Insurance. Subject to the Plan, the Trustee may use the Assets in the Trustee's reasonable business judgment to maintain all reasonable insurance coverage, if available and necessary in the reasonable discretion of the Trustee, for the protection of the Persons or Entities serving as Trustee or administrator of the Trust **or Members of the Advisory Board,** and any Trust **or Advisory Board** agents, representatives, employees and independent contractors on and after the Effective Date, including coverage with respect to the liabilities, duties, and obligations of the Trustee or any other administrator of the Trust **or Members of the Advisory Board,** and any Trust **or Advisory Board** agents, representatives, employees, and independent contractors under this Agreement and the Plan.

ARTICLE V
BENEFICIAL INTERESTS

5.1 Beneficial Ownership.

(a) The Trust Beneficiaries shall be the sole beneficiaries of the Trust until such time as all of the Trust Beneficiaries are paid in full in Cash and shall be treated as the owners of all Assets of the Trust for income tax purposes (with the holders of Allowed Equity Interests being treated as additional owners for income tax purposes, if applicable). In the event that the Trust Beneficiaries are paid in full in Cash, the residual interest in the Trust shall inure to the benefit of Holders of Allowed Equity Interests.

(b) Until such time as all of the Trust Beneficiaries are paid in full in Cash, (i) no person or entity other than the Trust Beneficiaries and the Trustee shall have any current interest, legal, beneficial, or otherwise, in the Assets (excluding, for the

avoidance of doubt, the Allowed Claims Reserve) upon the assignment and transfer of such Assets to the Trust, (ii) the Trustee shall have full power and authority to represent and bind the Holders of Allowed Equity Interests in all matters relating to the Trust (including, without limitation, in any judicial proceeding), and (iii) the Trustee shall be relieved from any duty imposed under the Texas law to provide reasonable information concerning the administration and material facts of the Trust to those beneficiaries who are neither entitled nor permitted to receive current distributions from such trust and who would receive no distribution from such trust if it then terminated. It is the intention of this Agreement that Trustee shall have no fiduciary obligation to the Holders of Allowed Equity Interests until such time as all of the Trust Beneficiaries are paid in full in Cash, and this Agreement shall be construed consistent with and to carry out that intention.

ARTICLE VI
THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Trustee, the Advisory Board (if any) and the Trustee's agents and professionals may rely upon and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, advice of professionals or agents or other paper or document reasonably believed to be genuine and to have been signed or presented to the Trustee, the Advisory Board (if any) and/or the Trustee's agents or professionals.

6.2 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Assets, Claims, liabilities, and the Estates. There is no obligation on any Person dealing with the Trustee to inquire into the validity, expediency, or propriety of any transaction by the Trustee or any agent of the Trustee.

6.3 Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any agents and professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust or the Trustee shall look only to the Assets to satisfy any liability incurred in connection with the carrying out of the terms of this Agreement, the Plan, or the Confirmation Order. No provision of this Agreement shall require any Member of the Advisory Board (if any), the Trustee or any of the Trustee's agents or professionals to expend or risk their personal funds or otherwise incur any financial liability in the performance of the rights or powers hereunder.

6.4 Limitation of Liability. Members of the Advisory Board (if any), the Trustee and the Trustee's agents, employees, officers, directors, members, managers, professionals, attorneys, accountants, advisors, and representatives shall not be subject to any personal liability whatsoever, in tort, contract, or otherwise, to any Person in connection with the Assets or the affairs of the Trust, including, but not limited to, implementing the Plan or any payment(s) or

distribution(s) made pursuant to the Plan or for fulfilling any functions incidental to implementing the Plan or in relying on the advice of counsel in taking or not taking any action that arises out of or in connection with this Agreement, the Plan and/or Confirmation Order; provided that, Members of the Advisory Board (if any), the Trustee and the Trustee's agents, employees, officers, directors, members, managers, professionals, attorneys, accountants, advisors, and representatives shall not be indemnified or exculpated for any acts or omissions to act that are the result of their own willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing and shall not receive indemnification or exculpation for breach of their own contracts with the Trust or Trustee. Other than as set forth in the Plan or Confirmation Order, nothing in this Agreement shall be deemed to release any Holder of Claims from any actual or potential liability for any actions or omissions occurring prior to the Effective Date.

6.5 Non-Liability for Acts of Others. Except as expressly set forth in the Plan or the Confirmation Order, nothing herein shall be deemed to be an assumption by the Trustee **or any Member of the Advisory Board** of any of the liabilities, obligations, or duties of the Estates or Holders of Claims and shall not be deemed to be or contain a covenant or agreement by the Trustee **or any Member of the Advisory Board** to assume or accept any such liability, obligation, or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made by a predecessor Trustee or the predecessor Trustee's agents as to the assets comprising the Assets or as to any other fact bearing upon the prior administration of the Trust, so long as the Trustee has a good faith basis to do so. The Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The Trustee or successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission.

ARTICLE VII
SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

7.1 Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement, the Plan, and the Confirmation Order; (b) termination of the Trust in accordance with this Agreement, the Plan, and the Confirmation Order; or (c) the Trustee's death or dissolution, incapacitation, resignation, or removal, as set forth in this Agreement, the Plan, and the Confirmation Order (each, as applicable).

7.2 Removal of a Trustee. Subject to the Plan, any party in interest as defined under substantive bankruptcy law may, solely by motion to the Bankruptcy Court, seek the removal and replacement of the Trustee for Cause. The Trustee may also be removed by the Advisory Board (if any), for Cause, immediately upon notice thereof, or without Cause, upon ninety (90) days' prior written notice. For purposes of this Section 7.2 and Section 8.8, "Cause" means gross malfeasance, fraud, willful misconduct, sustained incapacity, or the bad faith failure or refusal to perform the duties under the Plan, this Agreement, and the Confirmation Order. If removal of the Trustee is initiated by a party in interest (other than by a majority of the Members of the Advisory Board, as set forth in this Agreement), then the Trustee is entitled to oppose such

motion and to be reimbursed reasonable attorneys' fees and expenses in connection with such objection from the Assets of the Trust.

7.3 Resignation of Trustee. The Trustee may resign at any time by giving at least thirty (30) days' written notice in the Chapter 11 Cases. In the event of such resignation, (i) if there is no Advisory Board, the resigning Trustee shall file with the Bankruptcy Court a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee and (ii) if there is an Advisory Board, the resigning Trustee shall provide the Advisory Board with a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee. The Trustee's resignation shall be effective on the later of (a) the appointment of the successor Trustee (but in no event later than sixty days (60) after the Trustee's notice is given); or (b) the date the accounting described in the preceding sentence is delivered.

7.4 Appointment of Successor Trustee. If the Trustee shall is removed or resigns, the Advisory Board (if any), shall designate a successor Trustee by majority vote; provided however, that if there is no Advisory Board in existence, then the Trustee shall (i) choose the successor Trustee before the effective date of such resignation—with the successor Trustee's appointment effective as of the effective date of the Trustee's resignation—and (ii) file notice of appointment of such successor Trustee with the Bankruptcy Court. Upon any failure of the Advisory Board or Trustee, as applicable, to appoint the Trustee's successor, the United States Trustee shall appoint a successor Trustee to fill the vacancy so created. Incapacitation for purposes of this Article VII shall mean that the Trustee is unable to perform the duties required of the Trustee under the Plan and this Agreement for a period of thirty (30) consecutive calendar days. If the Trustee becomes Incapacitated, and in the event the Trustee, or the Advisory Board, as applicable, has not appointed a successor Trustee, the United States Trustee shall promptly appoint a successor Trustee. Any successor Trustee so appointed shall consent to and accept in writing the terms of this Agreement (other than changes favorable or neutral to the Trust and the Trust Beneficiaries and approved by the Advisory Board (if any)) and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns. Notwithstanding anything in this Agreement to the contrary, in the event that a successor Trustee is not appointed within sixty (60) days of the occurrence or effectiveness, as applicable, of the prior Trustee's resignation, death, incapacity, or removal, any party in interest shall be authorized to request the Bankruptcy Court to appoint a successor Trustee.

7.5 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

7.6 Trust Continuance. The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

7.7 Professional Compensation and Costs of Administration/Trust Expenses and Professional Fees. The Trustee shall be compensated at the hourly rate of $650.00 plus all reasonable and necessary expenses, to the extent consistent with the terms of this Agreement and

the Plan, unless otherwise approved by the Bankruptcy Court upon appropriate motion and notice. In addition, subject to this Agreement and the Plan, the Trustee may retain and compensate professionals and agents (including himself/herself) as provided for in Section 3.7. The reasonable fees and actual and necessary expenses of such professionals and the Trustee shall be paid by the Trust upon submission of each fee statement to the Trustee in accordance with the following procedures. Any professionals retained by the Trustee pursuant to this Agreement shall deliver their invoices or fee statements to the Trustee and the Advisory Board (if any) before payment from the Assets shall be allowed. The Trustee shall have fifteen (15) calendar days from the delivery of any invoice or fee statement to give notice of an objection to the fee statement to the professional seeking compensation or reimbursement. For an objection to be valid, it shall be in writing and in good faith and set forth in reasonable detail the specific fees objected to and the basis for the objection. The uncontested portion of each invoice shall be paid within twenty-five (25) calendar days after its original delivery to the Trustee. Any objection that remains unresolved fifteen (15) calendar days after it is made shall be submitted to the Bankruptcy Court for resolution.

7.8 Reporting and Filing Requirements.

(a) Within sixty (60) days after the last day of each calendar year in which the Trust shall remain in existence, the Trustee shall file a report with the Bankruptcy Court of all Assets held and received by the Trust, all Available Trust Cash disbursed to Holders of Allowed Claims, and all fees, income, and expenses related to the Trust during the preceding calendar year. Notwithstanding the foregoing, in no circumstance shall the Trustee be required to report or produce any document to which a privilege has attached.

(b) The Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions as may be necessary to cause the Trust and the Trustee to be in compliance with applicable law, such as the filing of tax or informational returns.

ARTICLE VIII
TRUST ADVISORY BOARD

8.1 Trust Advisory Board. On or prior to the Confirmation Date, ~~a three-member~~an Advisory Board may be appointed by the Unsecured Creditors' Committee, which shall not include the Trustee as a Member. Each Member shall designate a representative and an alternate representative, each of which may attend meetings, vote and participate in other activities of the Advisory Board. ~~With the express written consent of a majority in number of the Members, the~~The Advisory Board may appoint *ex officio* members. Such *ex officio* members shall not be entitled to vote.

8.2 Authority and Responsibilities.

(a) In the event an Advisory Board is appointed, such Advisory Board shall, as and when requested by the Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under this Agreement, consult with and

advise the Trustee as to the administration and management of the Trust in accordance with (i) the Plan, the Confirmation Order, and this Agreement, and (ii) the Trustee's and the Advisory Board's fiduciary duties, and shall have the other responsibilities and powers as set forth herein. The Advisory Board (if any), shall have the authority and responsibility to provide direction with respect to the activities of the Trust and the performance of the Trustee and shall have the authority to remove the Trustee in accordance with Section 7.2 hereof; provided, however, that the Advisory Board may not provide direction to the Trustee or the Members to act inconsistently with their duties under the Plan, the Confirmation Order, this Agreement, or their fiduciary obligations to the Trust Beneficiaries; provided, further, that no fiduciary obligation shall be owed by the Advisory Board to any **Holder of an** Allowed Equity Interest.

(b) The Trustee shall consult with and provide information to the Advisory Board (if any), in accordance with this Agreement to enable the Advisory Board (if any) to meet its obligations hereunder.

(c) Notwithstanding any provision of this Agreement to the contrary, the Trustee shall not be required to follow the direction of the Advisory Board (if any) to the extent that the Advisory Board provides direction to the Trustee to take action that the Trustee, in good faith, reasonably determines, based on the advice of legal counsel, is prohibited by applicable law or by the Trustee's fiduciary obligations. Subject to the provisions in this Section 8.2(c) and the other terms and conditions contained in this Agreement, the Trustee shall be required to follow the direction of the Advisory Board (if any).

8.3 Fiduciary Duties. The Members of the Advisory Board (if any) shall have fiduciary duties to the Trust and the Trust Beneficiaries to the same extent that a director or officer of a Delaware corporation owes fiduciary duties to such corporation. In all circumstances, the Advisory Board shall act in good faith and in the best interests of the Trust Beneficiaries and in furtherance of the purpose of the Trust.

8.4 Meetings of the Advisory Board. Meetings of the Advisory Board (if any) are to be held not less often than quarterly. Special meetings of the Advisory Board may be held whenever and wherever called for by the Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice being subject to waiver by the Members). Any action required or permitted to be taken by the Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Advisory Board as evidenced by one or more writings describing the action taken, e-mail being sufficient. Unless the Advisory Board decides otherwise (which decision shall rest in the reasonable discretion of the Advisory Board), the Trustee and the Trustee's advisors may attend meetings of the Advisory Board (if any).

8.5 Manner of Acting. If an Advisory Board is elected:

(a) All meetings of the Advisory Board shall consist of all Members, unless agreed to by the non-attending Member(s). The affirmative vote of a majority of the

Members present at a duly called meeting shall be the act of the Advisory Board except as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any Member participating in a meeting by these means is deemed to be present in person at the meeting. Voting (including on negative notice) may, if approved by the Members at a meeting, be conducted by e-mail or individual communications by the Trustee and each Member.

(b) Notwithstanding anything to the contrary herein, if a Member lacks authority to provide direction to the Trustee pursuant to Section 8.2 and this Section 8.5 of this Agreement, a meeting of the Advisory Board may be held with a quorum consisting of those Members who have authority to provide direction pursuant to Section 8.2 and this Section 8.5; provided, however, that all Members must be provided notice of and a reasonable opportunity to attend all meetings of the Advisory Board.

(c) Any Member who is present and entitled to vote at a meeting of the Advisory Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Advisory Board, unless: (i) such Member of the Advisory Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by e-mail) of his/her dissent or abstention to the Advisory Board before its adjournment. The right of dissent or abstention is not available to any Member of the Advisory Board who votes in favor of the action taken.

(d) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Advisory Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a Holder of Trust Interests). With respect to a Member who, has or may have a conflict of interest whereby such Member's interests are adverse to the interests of the Trust (a "Conflicted Member"): (i) such Member shall not be entitled to vote or take part in any action with respect to such matter or issue; (ii) the vote or action with respect to such matter or issue shall be undertaken only by Members of the Advisory Board who are not Conflicted Members; and (iii) notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall

be the act of the Advisory Board; provided, however, that a conflict or potential conflict will not exist merely because (i) a Member has an economic interest in, or business or commercial relationship with, the party who appointed that Member, or has an economic interest in the outcome of such matter or issue; or (ii) a Member, or a party who appoints a Member (or one of their affiliates, units, groups, divisions, or desks), in the ordinary course of business has trading, lending, commercial banking, investment banking, asset management, brokerage activities, or other similar relationships with parties who may be the subject of Causes of Action, provided that appropriate barriers are put in place to protect against the sharing of confidential information and potential conflicts of interest, and to maintain compliance with any applicable securities laws. For the avoidance of doubt, and notwithstanding anything to the contrary herein, nothing in this Agreement shall impose any obligations on any affiliate, unit, group, division or desk of a Member or a party who appoints a Member.

8.6 Tenure of the Members of the Advisory Board. The authority of the Members will be effective as of the Effective Date and will remain and continue in full force and effect until the Trust is terminated in accordance with Section 11.2 hereof. Each Member will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 8.7, or removal pursuant to Section 8.8.

8.7 Resignation. A Member may resign by giving not less than ninety (90) days' prior written notice thereof to the Trustee and the other Members. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice; and (ii) the appointment of a successor in accordance with Section 8.9.

8.8 Removal. A majority of the Members may remove any Member for Cause. Notwithstanding the foregoing, upon a termination date, in accordance with Section 11.2, any or all of the Members shall be deemed to have resigned.

8.9 Appointment of a Successor Member.

(a) In the event of a vacancy on the Advisory Board (whether by removal, death or resignation), a new Member may be appointed to fill such position upon the consent of the other Members.

(b) Immediately upon the appointment of any successor Member, all rights, powers, duties, authority, and privileges of the predecessor Member hereunder will be vested in and undertaken by the successor Member without any further act, and such successor Member will not be liable personally for any act or omission of the predecessor Member.

(c) Every successor Member appointed hereunder shall acknowledge and deliver to the Trustee and other Members an instrument (e-mail being sufficient) accepting the appointment under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance,

shall become vested with all rights, powers, trusts, and duties of the retiring Member.

8.10 Reimbursement of Expenses. The Trustee will reimburse the Members from the Trust Available Cash for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of each of their duties hereunder.

~~**8.11 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person to which any of the Assets relates or of which such Member has become aware in the Member's capacity as a Member, except as otherwise required by law.**~~

8.11 [Reserved].

8.12 Common Interest. The Trustee and the Member(s) of the Advisory Board (each in its capacity as such) have a "common legal interest" in the Causes of Action and their successful prosecution, this Agreement, and any discussion, evaluation, or other communications and exchanges of information relating thereto and shall at all times remain subject to all applicable privileges and protections from disclosure. It is the express intent of the Trustee and the Advisory Board to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Agreement or otherwise, in whole or in part, any and all privileges and immunities.

ARTICLE IX
TRUST RIGHTS AND OBLIGATIONS

9.1 The Trustee shall cause to be prepared and filed all tax returns and tax information returns required to be filed by the Debtors, the Estates or by the Trust and shall sign all tax returns and tax information returns of the Debtors, the Estates or of the Trust which require the signature of a representative of the Debtors, the Estates or of the Trust. The Trustee shall cause to be paid all taxes due and owing by the Trust and, to the extent required by the Plan, by the Debtors or the Estate. The Trustee shall comply with Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations.

9.2 In addition to the Trustee's rights and duties with respect to the Trust, and subject to the Plan, on and after the Effective Date, the Trustee is authorized to implement the Plan and any applicable orders of the Bankruptcy Court, including taking actions in furtherance of the Trust Purpose.

ARTICLE X
MAINTENANCE OF BOOKS AND RECORDS

10.1 Subject to the Plan and unless otherwise provided therein, on the Effective Date, the Trust shall: (a) to the extent provided for in the Plan, take possession of all books, records, and files of the Debtors and the Estates, in all forms including electronic and hard copy, other than the documents of the Estates' professionals; and (b) provide for the retention and storage of

such books, records, and files in accordance with the Estates' and/or Debtors' current document retention policy as may be altered, amended, modified, or supplemented by the Trustee without order of the Bankruptcy Court.

10.2 The Trustee shall maintain books and records containing a description of all property from time to time constituting the Assets and an accounting of all receipts and disbursements, provided, however, that the Trustee is under no obligation to provide such information to any Persons other than the Advisory Board (if any) absent appropriate legal process.

ARTICLE XI
DURATION OF TRUST

11.1 Duration. The Trust shall become effective upon the Effective Date of the Plan, and the Trust and its provisions herein shall remain and continue in full force and effect until the Trust is terminated in accordance with this Agreement. In accordance with the Plan, the Trust may be unilaterally revoked by the Trustee, at the direction of the Advisory Board (if any), in which case the Assets shall remain in the Estates; provided that, any party in interest shall have the right to contest any such revocation of the Trust by filing an appropriate pleading with the Bankruptcy Court. Unless a party in interest moves for and obtains a different result or the Court orders otherwise, if the Trust is unilaterally revoked, the United States Trustee shall appoint a chapter 11 trustee pursuant to Bankruptcy Code section 1104. Should a party in interest move for a different result, the revocation shall not be effective until such motion is resolved.

11.2 Termination. Subject to the Plan, the Trustee shall be discharged and the Trust shall be terminated, upon the occurrence of all of the following events (a) all Disputed Claims have been resolved, (b) all of the Assets have been administered, monetized and/or liquidated, (c) all duties and obligations of the Trustee hereunder and the Plan have been fulfilled, (d) all distributions required to be made by the Trust under the Plan have been made, and (e) the Chapter 11 Cases of the Debtors have been closed. Subject to the Plan, the Trustee shall have the discretion to determine the date on which to terminate the Trust after the occurrence of the events in (a) through (e) in this Section 11.2. Notwithstanding the forgoing, in no event shall the Trust be dissolved later than five (5) years from the Effective Date unless (x) the Bankruptcy Court, upon motion by the Trustee within the six-month period prior to the fifth anniversary of the Effective Date, or the end of any extension period approved by the Bankruptcy Court, determines that a fixed period extension not to exceed three (3) years, together with any prior extensions, is necessary to facilitate the liquidating purpose of the Trust or (y) the Trust obtains a favorable private letter ruling from the IRS providing that any extension of time would not adversely affect the status of the Trust as a liquidating trust for U.S. federal income tax purposes. The Trustee may seek such an extension with the written consent of the Advisory Board (if any), which consent shall not be unreasonably withheld.

11.3 Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust and the Estates, the Trustee shall continue to act as the Estate representative until the Trustee's duties have been fully performed, including such post-distribution tasks as necessary to windup the affairs of the Trust

and the Estates. The Trustee and Trust shall provide to the Debtors, the books, records, lists of Holders of Claims, and certificates and other documents and files which shall have been delivered to or created by the Trustee as set forth in the Plan, and shall destroy all electronic records. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and after final distributions of the Trust are made, the Trustee and the Advisory Board (if any), shall have no further duties or obligations hereunder. The exculpations, limitations on liability and indemnification rights contained in Article VI hereof shall apply to any actions taken by the Trustee and the Trustee's professionals during the course of winding up the affairs of the Trust. The Trustee shall be entitled to reasonable compensation for services provided in winding up the Trust.

ARTICLE XII
TAX TREATMENT OF THE TRUST

12.1 Treatment of Asset Transfer. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Estates, the Trustee, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) shall treat the transfer of the Assets to the Trust for the benefit of the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, as (a) a transfer of the Assets (subject to any obligations relating to such Assets) directly to the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, followed by (b) the transfer by the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, of the Assets to the Trust in exchange for interests in the Trust. Accordingly, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

12.2 Tax Reporting and Payment.

(a) The "taxable year" of the Trust shall be the "calendar year" as such terms are defined in section 441 of the IRC. The Trustee shall file tax returns for the Trust treating the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Section 12.2. The Trustee also will annually, by May 1 of each year, send to each Trust Beneficiary and, if applicable, to the Holders of Allowed Equity Interests, a separate statement setting forth such Holder's share of items of income, gain, loss, deduction, or credit (including the receipts and expenditures of the Trust), other than such items in respect of any assets allocable to, or retained on account of, Disputed Claims, as relevant for U.S. federal income tax purposes and will instruct all such persons to use such information in preparing their U.S. federal income tax returns. The Trustee shall also file (or cause to be filed) any other statement, return, or disclosure relating to the Trust that is required by applicable law.

(b) Allocations of Trust taxable income among the persons treated as owners of the Trust for tax purposes shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any

restrictions on distributions set forth in the Plan or this Agreement) if, immediately prior to such deemed distribution, the Trust had distributed all its assets (valued at their tax book value, other than assets allocable to Disputed Claims), adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Trust. Similarly, taxable loss of the Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Assets. The tax book value of the Assets for purposes of this Section 12.2 shall equal their fair market value as of the date such Assets are transferred to the Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

(c) The Trustee shall be responsible for payment, out of the Assets, of any taxes imposed on the Trust (including any "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations) or the Assets. In accordance therewith, any taxes imposed on any disputed ownership fund or its assets will be paid out of the assets of the disputed ownership fund and netted against any subsequent distribution in respect of the allowance or disallowance of such Claims. The Trustee (i) may timely elect to treat any assets allocable to Disputed Claims as a "disputed ownership fund" governed by Section 1.468B-9 of the Treasury Regulations, and (ii) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Trustee, Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto. In the event, and to the extent, any Cash retained on account of Disputed Claims associated with the Trust is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, the Trustee may, in its discretion, (a) sell any non-Cash assets relating to such Disputed Claims (including any assets otherwise distributable as a result of disallowance of such Claim) to pay such taxes or (b) reimburse the Trust for the payment of such taxes from any subsequent Cash amounts allocable to, or retained on account of, such taxes from any subsequent Cash amounts allocable to, or retained on account of, such Disputed Claims (including any Cash otherwise distributable as a result of disallowance of such Claims).

12.3 Withholding of Taxes.

(a) The Trustee is entitled to deduct and withhold and pay to the appropriate governmental entity all amounts required to be deducted or withheld pursuant to the IRC or any provision of any state, local, or non-U.S. tax law with respect to

any payment or distribution to the Trust Beneficiaries and, if applicable, to the Holders of Allowed Equity Interests.

(b) The Trustee shall be authorized to collect such tax information from the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and this Agreement. As a condition to receive distributions under the Plan, all Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests, may be required to identify themselves to the Trustee and provide tax information and the specifics of their holdings, to the extent the Trustee deems appropriate, including an IRS Form W-9 or, in the case of those persons that are not United States persons for federal income tax purposes, certification of foreign status on an applicable IRS Form W-8.

12.4 Valuation. Promptly following the Effective Date, the Trustee shall determine the value of the Assets, based on the good-faith determination of the Trustee, and the Trustee shall apprise, in writing, the Trust Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including the Trustee, the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interests) for all federal income tax purposes. The Trust shall bear all of the reasonable costs and expenses incurred in connection with determining such value, including the fees and expenses of any professionals retained in connection therewith. The Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Trust that are required by any governmental unit.

12.5 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the Trust, the Debtors or the Estates, under section 505(b) of the Bankruptcy Code for all returns filed for, on behalf of, or by the Trust, the Debtors or the Estates, for all taxable periods through the termination of the Trust.

12.6 Intention of Parties to Establish Grantor Trust and Taxation of Income. All earnings of the Trust shall be currently taxable to the Trust Beneficiaries and, if applicable, the Holders of Allowed Equity Interest, in the year in which such earnings are required to be reported for federal income tax purposes (other than such items in respect of any assets allocable to, or retained on account of, Disputed Claims). The Trust is intended to qualify as a "grantor trust" for federal and applicable state income tax purposes (subject to the treatment of any portion of the Trust allocable to Disputed Claims as one or more "disputed ownership funds" governed by Treasury Regulation Section 1.468B-9), and the Trustee shall use the Trustee's best efforts to operate and maintain the Trust in compliance with all statutes and IRS regulations governing grantor trusts.

12.7 Tax Returns. In accordance with the Plan and this Agreement, the Trustee shall cause the preparation and filing of tax returns for the Estates.

12.8 [Reserved.]

12.9 Filing, Reporting, Withholding. The Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority regarding the Trust's, the Debtors' or Estates' tax obligations, if any, and all distributions made by the Trust shall be subject to any such withholding and reporting requirements. The Trust is also authorized to make tax elections on behalf of the Debtors and the Estates.

Notwithstanding anything herein to the contrary, each Holder of an Allowed Claim that has received a distribution under the Plan will have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation, on account of such distribution under the Plan. The Trustee or the Trustee's agent shall be authorized and fully protected in withholding and remitting to the appropriate taxing authority any required amounts from a distribution under the Plan. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed to such Holders of Claims for all purposes of this Agreement.

ARTICLE XIII
DISCHARGE ORDER AND CLOSING OF CHAPTER 11 CASES

13.1 Discharge Order. The Trustee, at the direction of the Advisory Board (if any) may seek a Discharge Order on behalf of the Debtors.

13.2 Closing of Chapter 11 Cases. In addition to the Advisory Board (if any) and the Trustee's rights and duties with respect to the Trust as set forth herein, on and after the Effective Date, the Trustee and the Advisory Board (if any) shall have the power and authority in accordance with the Plan to file any documents necessary to close the Chapter 11 Cases and the Estates. The Trustee shall also have the power and authority to terminate the Estates for applicable federal or state income tax purposes.

ARTICLE XIV
MISCELLANEOUS

14.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the Trust and the Trustee with respect to the administration of and activities relating to the Trust, as well as (b) any issues or disputes arising out of this Agreement; provided, however, that notwithstanding the foregoing, the Trustee, at the direction of the Advisory Board (if any), shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Causes of Action assigned to the Trust, subject to the consultation and consent requirements set forth in this Agreement, the Plan and the Confirmation Order.

14.2 Notices. All notices to be given to Holders of Claims may be given by e-mail, ordinary mail, or may be delivered personally, to the Holders at the addresses appearing on the books kept by the Trustee, Debtors, or Estates. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or

transmitted by hand delivery or facsimile or e-mail (if receipt is confirmed) addressed as follows:

If to the Trust/Trustee:

MACCO Restructuring Group, LLC
The Pennzoil Building
700 Milam Street, Suite 1300
Houston, TX 77002
Attn: David Weinhoffer (davidw@macco.group)
Telephone: (832) 434-9167

with copies to:

Milbank LLP
2029 Century Park East, 33rd Floor,
Los Angeles, CA 90067
Attn: Mark Shinderman (mshinderman@milbank.com)
Telephone: (424) 386-4411

55 Hudson Yards,
New York, NY 10001
Attn: Rachelle Rubin (rrubin@milbank.com)
Telephone: (212) 530-5225

And

Norton Rose Fulbright US LLP
1301 McKinney St., Suite 5100
Houston, TX 77010
Attn: Ryan Manns (ryan.manns@nortonrosefulbright.com)
Attn: Julie Harrison (julie.harrison@nortonrosefulbright.com)
Telephone: (713) 651-5151

If to the Debtors:

M3 Advisory Partners
1700 Broadway, 19th Floor
New York, NY 10019
Attn: Seth Herman (sherman@m3-partners.com)
Attn: Eric Greenhaus (egreenhaus@m3-partners.com)
Telephone: (212) 202-2200

with copies to:

Jackson Walker LLP

1401 McKinney Street, Suite 1900
Houston, TX 77010
Attn: Matthew D. Cavenaugh (mcavenaugh@jw.com)
Attn: Kristhy M. Peguero (kpeguero@jw.com)
Attn: Genevieve M. Graham (ggraham@jw.com)
Telephone: (713) 752-4200

or to such other address as may from time to time be provided in written notice by the Trustee or the Debtors.

14.3 No Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflicts of law principles, except to the extent that the law of the United States, including the Bankruptcy Code, governs any matter set forth in this Agreement, in which case such federal law shall govern.

14.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

14.6 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

14.7 No Execution. All funds in the Trust shall be deemed in *custodia legis* until such times as the funds have actually been paid on behalf of the Estates to a Holder of an Allowed Claim, and no Holder of a Claim or any other Person may bind, pledge, encumber, execute upon, garnish, or attach the Assets or the Trustee in any manner or compel payment from the Trust except by final order of the Bankruptcy Court.

14.8 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of the Plan shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control. Nothing in this Agreement is intended to expand any rights of any party or limit any obligations arising under the Plan or Confirmation Order.

14.9 Amendment. The Trustee may, from time to time, modify, supplement, or amend this Agreement but only to clarify any ambiguity or inconsistency, or to render the Agreement in compliance with its stated purposes and the Plan, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any Trust Beneficiary. This Agreement may not be amended in a way that would make it inconsistent with the Plan or Confirmation Order. Any material amendments to this Agreement must be approved by the Bankruptcy Court and a majority of the Members of the Advisory Board (if any).

14.10 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, including by e-mail, pdf and/or facsimile, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

14.12 Further Assurances. The Debtors and Trustee shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement without the need for further order of the Bankruptcy Court.

14.13 Jurisdiction and Venue. The Estates and Trustee submit and consent to the jurisdiction (both personal and subject matter) of the Bankruptcy Court to adjudicate any dispute or claim arising under this Agreement. In the event the Bankruptcy Court declines to or cannot exercise jurisdiction over any such disputes, then the Estates and Trustee agree to the jurisdiction (both personal and subject matter) of the State or Federal Courts located in Houston, Texas. THE ESTATES AND TRUSTEE EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.

14.14 Effective Date. This Agreement shall become effective on the Effective Date of the Plan.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

INITIAL TRUSTEE

By: _____
Name: David Weinhoffer
Title: Managing Director,
MACCO Restructuring Group

[Signature Page to Trust Agreement]

SORRENTO THERAPEUTICS, INC., AS DEBTOR IN POSSESSION

By: _____
Name: Mohsin Meghji
Title: Managing Partner,
M3 Partners

SCINTILLA PHARMACEUTICALS, INC., AS DEBTOR IN POSSESSION

By: _____
Name: Mohsin Meghji
Title: Managing Partner,
M3 Partners

Exhibit A

Plan

Exhibit B

Advisory Board

1. **HCP Life Science REIT, Inc.**

Exhibit B

Assumed Executory Contracts & Unexpired Leases

Exhibit B

Assumed Executory Contracts and Unexpired Leases as of the Effective Date

Article VI.A of the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] (the "Plan")[1] provides as follows:

> Assumption or Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, each Debtor shall be deemed to have rejected each Executory Contract and Unexpired Lease to which it is a party, if such Executory Contract or Unexpired Lease (i) has not previously been rejected by order of the Bankruptcy Court or is not the subject of a motion to reject on the Confirmation Date; (ii) is not identified in the Plan Supplement as a contract or lease to be assumed pursuant to the Plan; (iii) is not expressly assumed pursuant to the terms of this Plan; (iv) has not expired or terminated by its own terms on or prior to the Effective Date; or (v) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

Other than the D&O Liability Insurance Policies (which will be assumed pursuant to Article VI.B of the Plan and are set forth on Exhibit C of the Plan Supplement), the Debtors have not currently identified any other Executory Contracts or Unexpired Leases to be assumed through the Plan upon the Effective Date. However, (i) the Debtors may seek to assume and/or assign certain Executory Contracts or Unexpired Leases in the future through other avenues (such as in connection with any potential sale) and (ii) in accordance with Article VI.A, the Debtors reserve the right to amend this Plan Supplement prior to the Effective Date to revise the list of Executory Contracts and Unexpired Leases being assumed through the Plan upon the Effective Date.

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Exhibit C

D&O Liability Insurance Policies

Exhibit C

D&O Liability Insurance Policies

Article VI.B of the *Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] (the "Plan") provides as follows:

> Assumption of the D&O Liability Insurance Policies and Fiduciary Liability Insurance Policies. The Debtors and, upon the Effective Date, the Liquidation Trust shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors, Liquidating Debtors, and/or Liquidation Trust (as applicable) to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.
>
> In addition and for the avoidance of doubt, after the Effective Date, none of the Liquidating Debtors nor the Liquidation Trust (as applicable) shall terminate or otherwise reduce the coverage under any "tail" D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

The D&O Liability Insurance Policies include the following policies:

1) Policy No. 02-245-64-18, issued by National Union Fire Insurance Company of Pittsburgh, Pa., covering the period from October 24, 2019 to October 24, 2020, which was subsequently extended through October 24, 2021 (during which period at least one claim was made against the policy), and all related excess policies, including:

   a) Endurance Risk Solutions Assurance Co., Policy No. DOX10011971202

   b) Argonaut Insurance Company, Policy No. MLX7601633-4

   c) XL Specialty Insurance Company, Policy No. ELU164336-19

   d) QBE Insurance Corporation, Policy No. QPL153794

   e) StarStone Specialty Insurance Company, Policy No. R78633190ASP

   f) Freedom Specialty Insurance Company, Policy No. XMF1908795

g) National Union Fire Ins. Co. of Pittsburgh, PA, Policy No. 02-250-53-92

h) Beazley Insurance Company, Inc., Policy No. V24FDD190201

i) National Union Fire Ins. Co. of Pittsburgh, PA, Policy No. 02-245-64-18

j) Allianz Global Risks US Insurance Company, Policy No. USF00197919

2) Policy No. 01-615-28-54, issued by National Union Fire Insurance Company of Pittsburgh, Pa., covering the period from October 24, 2022 to October 24, 2023, which was subsequently extended through November 24, 2023, and all related excess policies, including:

a) Vantage Risk Specialty Insurance Company, Policy No. P03ML0000014671

b) Texas Insurance Company, Policy No. BFLXDTCA01120002013702

c) XL Specialty Insurance Company, Policy No. ELU18618122

d) Hudson Insurance Company, Policy No. HN03038044102422

e) RSUI Indemnity, Policy No. NHS702332

f) ANV/Associated Industries, Policy No. ANV157762A

g) Continental Casualty Company, Policy No. 652470999

h) HDI Global Insurance Co., Policy No. FRHHML1000013401

i) Samsung Fire & Marine Insurance Co. Ltd, Policy No. SGC106700

j) General Security National Insurance Company, Policy No. FA010846620221

k) Allied World Insurance Co., Policy No. 03086689

l) National Union Fire Insurance Co. PA, Policy No. 016152946

m) Beazley Insurance Co., Policy No. V24FDD220401

n) Vantage Risk Specialty Insurance Co., Policy No. P03ML0000014711

o) Starstone Specialty Insurance Co., Policy No. R78633222ASP

p) Ascot Specialty Insurance Company, Policy No. MLXS221000025403

q) Endurance Risk Solutions Assurance Co., Policy No. ADX30012555501

3) In accordance with Article I.32 of the Plan, any other insurance policies and agreements, documents or instruments related thereto (including runoff

endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers and officers of the Debtors or the Liquidating Debtors, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring prior to the Effective Date) for directors', managers' and officers' liability maintained by the Debtors or the Liquidating Debtors on or before the Effective Date.

The Debtors reserve the right to amend this Plan Supplement prior to the Effective Date.

Exhibit D

Liquidation Trust Causes of Action

Exhibit D

Schedule of Liquidation Trust Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code and Article V.C of the *Joint Plan of Reorganization of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 1442] (as may be amended, modified, and/or supplemented, the "Plan")[1] the Debtors shall retain, and shall transfer to the Liquidation Trust on the Effective Date, all rights to commence and pursue, as appropriate, any and all Causes of Action (including all Avoidance Actions), whether arising before or after the Petition Date, including but not limited to any actions specifically enumerated herein, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. No Entity may rely on the absence of a specific reference in the Plan, herein, or the Disclosure Statement to any Cause of Action against it as any indication that the Liquidation Trust will not pursue any and all available Causes of Action against it.

The Debtors expressly reserve, and shall transfer to the Liquidation Trust on the Effective Date, all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order, the Liquidation Trust expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided in the Plan or herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Liquidation Trust. In each case in which this Schedule discloses that the Debtors will retain Causes of Action, and will transfer such Causes of Action to the Liquidation Trust on the Effective Date, the Debtors do so for the benefit of the beneficiaries of the Liquidation Trust.

The Liquidation Trust, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Liquidation Trust shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court. The Bankruptcy Court shall retain exclusive jurisdiction to resolve all Causes of Action.

Notwithstanding and without limiting the generality of Article V.C of the Plan, the Debtors expressly reserve, and shall transfer to the Liquidation Trust on the Effective Date, all Causes of Action, including the following types of claims and causes of action:

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan or Disclosure Statement, as applicable.

1. Any and all claims, known or unknown, choate or inchoate, against Dr. Henry Ji and other members of STI's or Scilex's board of directors, management and/or their associates, agents, representatives, and/or co-conspirators, for fraudulent transfers, preferences, other avoidance actions, or unlawful dividends relating to the Debtors' prepetition transactions, including the disbursement of dividends, the exchange of debt for equity, the grant of guarantees, executive compensation, and other corporate matters.

2. Any and all claims, known or unknown, choate or inchoate, against Dr. Henry Ji and other members of STI's or Scilex's board of directors, management and/or their associates, agents, representatives, and/or co-conspirators, for breach of fiduciary duty or negligence relating to management decisions regarding the Debtors and the Debtors' affiliates, including the disbursement of dividends, the exchange of debt for equity, the grant of guarantees, executive compensation, and other corporate matters.

3. Any and all claims, known or unknown, choate or inchoate, against Scilex, Dr. Henry Ji, and other members of STI's or Scilex's board of directors, management and/or their associates, agents, representatives, and/or co-conspirators for claims including, without limitation, tortious interference with contractual relations and/or prospective economic advantage, malicious prosecution and defamation in relation to actions taken during or in relation to the Chapter 11 Cases, including actions and conduct directed to prospective purchasers of the Debtors' assets and/or lenders.

4. Any and all claims, known or unknown, choate or inchoate, against B. Riley Commercial Capital, LLC, including its affiliates, board of directors, management and/or their associates, agents, representatives, and/or co-conspirators for claims including, without limitation, fraudulent transfers, preferences, and other avoidance actions arising from prepetition payments.

5. Any and all claims, known or unknown, choate or inchoate, against recipients of the Dividend and/or their subsequent transferees, associates, agents, representatives, and/or co-conspirators for claims including, without limitation, fraudulent transfers, preferences, other avoidance actions, or unlawful dividends relating to the Debtors' prepetition disbursement of dividends.

For the avoidance of doubt, the Liquidation Trust Causes of Action include actions related to the following:

1. **September Bridge Loan**. On September 28, 2022, STI's board of directors ("STI Board") approved entering into a $41.6 million unsecured bridge loan with B. Riley Commercial Capital, LLC ("B. Riley"), which was dated September 30, 2022 and matured on January 31, 2023. Within 90 days of the petition date, $32,166,289 was paid to B. Riley. Of those transfers, $16 million was provided to B. Riley in exchange for their consent to the Dividend. Additionally, while the executed side letter contemplated non-compulsory prepayments of $10 million in each of

October, November, and December 2022, STI repaid $26 million alone in December 2022.

2. **Dividend**. On December 29, 2022, the STI Board approved the Dividend—a dividend of 76 million shares of Scilex common stock to STI shareholders—which constituted over half of the outstanding common stock of Scilex at the time (and approximately 55% of STI's own holdings of the same). On the date of approval, the 76 million shares were worth $304 million; on January 19, 2023, STI proceeded with the Dividend with a then-value of over $783 million. On February 13, 2023, STI took the position in IRS Form 8937 that the Dividend was a "non-dividend return of capital" due to "current and accumulated earnings and profits be[ing] insufficient to characterize the distribution as a dividend." The Dividend was approved by the STI Board during a period of limited liquidity—as of December 31, 2022, STI reported negative retained earnings (negative $21.7 million).

3. **Debt Exchange Agreement**. In 2022, the STI Board approved a Debt Exchange Agreement under which STI contributed outstanding indebtedness to Scilex (approximately $290 million), a significant portion of which had been payable upon demand, in exchange for preferred shares of Scilex with a liquidation preference, payable only in certain circumstances.

4. **Scilex Guarantee**. In 2022, the STI Board approved STI's unconditional and irrevocable guarantee, on a senior unsecured basis, to Scilex's heavily discounted offering of its notes. As a result, STI made at least $91.4 million in cash payments to Scilex between February and September 2022 to fulfill obligations under an irrevocable standby letter of credit issued by STI to Scilex, and toward principal repayments to extinguish the Scilex notes.

5. **Cytimm Acquisition**. In May 2020, the STI Board approved the acquisition of a 50% equity interest in Cytimm Therapeutics, Inc. ("Cytimm") for $2.5 million in cash. At the time of the investment, Dr. Henry Ji was the chairperson of Cytimm's board. As part of the acquisition, Cytimm offered to make Dr. Henry Ji CEO of Cytimm and offered him 10% equity in Cytimm. Cytimm's technology has not received patent protection as of September 2023.

6. **Aardvark Acquisition**. In April 2021, the STI Board approved a $15 million acquisition, whereby STI and Aardvark Therapeutics, Inc. ("Aardvark") entered into an Asset Purchase Agreement ("Aardvark APA") in which STI would acquire certain of Aardvark's assets and intellectual property rights. In May 2022, STI assigned all of its rights, liabilities, and obligations under the Aardvark APA to Scilex in exchange for a $5 million promissory note that was soon converted into a liquidation preference on STI's preferred equity ownership of Scilex. Aardvark was founded by Scilex board member Tien Lee, who is Aardvark's CEO and on its board. Kim Janda, a STI Board member, is a member of the advisory board of Aardvark and since May 2021, Dr. Henry Ji served on the board of Aardvark as STI's designee in connection with the Aardvark APA.

7. **Deverra Acquisition**. Since 2021, STI made a series of investments in Deverra Therapeutics, Inc. ("Deverra"), including acquiring just under 20% of Deverra common stock in exchange for $10.2 million consideration up front (cancellation of $6.1 million owed by Deverra to STI and a cash payment of $4.1 million). In December 2021, STI loaned Deverra $1 million in consideration of a promissory note. In 2022, STI wrote off the $1 million promissory note as "uncollectible." As part of the Deverra investment, Dr. Henry Ji and STI Board member Jaisim Shah became board members of Deverra.

8. **Pulsar License Agreement**. In May 2020, STI entered into a license agreement with Pulsar Therapeutics, Inc. ("Pulsar") pursuant to which STI would license Pulsar's nanoparticle technology for vaccine and antibody uses and receive a 5.0% equity interest in Pulsar in exchange for an unspecified cash payment, one million shares of STI common stock, and other unspecified amounts of royalties and sublicense fees. At the time of the agreement, Dr. Henry Ji was chairman of Pulsar's board and owned approximately 45% of Pulsar and STI Board member Jaisim Shah owned approximately 5% of Pulsar.

9. **Elsie Investment**. In 2021, STI paid $10 million cash for ten million preferred shares of Elsie Biotechnologies, Inc. ("Elsie"). STI wrote down its entire $10 million investment in Elsie the following year. Dr. Henry Ji was appointed to Elsie's board.

10. **ZFB Acquisition**. In May 2022, STI completed an acquisition of 51% of the equity interests of Zhengzhou Fortune Bioscience Co. ("ZFB") for $5 million in cash. A few months later, STI reduced its interest in ZFB to 49%. In February 2023, STI announced that it entered into a repurchase agreement with ZFB to buy back STI's 49% equity interest for $4.8 million. As part of the acquisition, three STI-designated directors were put on ZFB's board (which was later reduced to two when STI's equity was reduced).

11. **Executive Compensation**. At STI's annual shareholders meeting in December 2022, the STI Board unanimously recommended an increase in compensation for certain STI executives. During the same timeframe, STI received an adverse arbitration ruling in the amount of $175 million and STI's stock was trading at a record low. At the shareholders' meeting, STI's shareholders voted against the recommendation.

12. **ACEA Acquisition**. On June 1, 2021, STI acquired 100% of ACEA Therapeutics, Inc. ("ACEA") pursuant to a merger agreement. There has been a close relationship between ACEA and STI, including periodic funding of ACEA by STI and an earn-out agreement between STI and ACEA.

13. **Virex Acquisition**. On February 1, 2022, STI acquired Virex Health, Inc. ("Virex") for $11.4 million in consideration ($6.8 million cash, $100k transaction costs paid in cash, and 1,281,662 shares of STI common stock, valued at $4.5 million). STI

may pay up to $10 million in contingent consideration in combination of cash and stock if certain regulatory milestones are achieved.

14. **Yorkville Stock Issuance**. In March 2023, post-petition, the Scilex board of directors approved a convertible debenture issuance with YA II PN, Ltd. ("Yorkville") in an aggregate principal amount of up to $25 million—the financing being made by Scilex in three tranches. STI Board members' consent was not timely sought despite the stockholder's agreement requiring STI's prior written consent to any incurrence of debt over $10 million. On April 10, 2023, Dr. Henry Ji consented to the Yorkville financing on behalf of STI.

15. **Various Fiduciary Claims**. Leading up to and during the pendency of the Chapter 11 Cases, various estate fiduciaries (other than the Exculpated Parties) took certain actions and/or declined to take certain actions in connection with the Chapter 11 Cases and related matters, including but not limited to: the funding of intercompany affiliates, the termination of employees, the marketing process for potential sale and financing offers, the potential new primary offering of common shares by Scilex, the sale by STI to Scilex of STI's equity interests in Scilex, the extension of the restricted trading period for recipients of the Dividend, the reductions in force amongst the STI workforce, and the anticipated elimination of STI equity interests.

16. **Securities Claims**. Any claim for directly or indirectly, primary or secondarily participating in any market manipulation or other illegal scheme in connection with the securities of Debtor and/or Scilex Holding Company (collectively, the "Companies"), including but not limited to borrowing securities of either of the Companies that were not eligible to be borrowed, lending the securities of either of the Companies that are not eligible (or did not exist) to be lent, selling the securities of either of the Companies that were not timely delivered, purchasing the securities of either of the Companies where actual shares were nor timely delivered, participating in a spoofing scheme with respect to either of the securities of the Companies, or other acts or omissions violative of any state or federal statutory or common law, rule or regulation with respect to the securities of either of the Companies. This claim applies to all persons and entities of any type, including but not limited to brokers, dealers, lenders, market makers, prime brokers, hedge funds, investors, underwriters, funders and all the parties listed in Annex 1 attached hereto.

ANNEX 1

1. TD AMERITRADE CLEARING, INC.
2. CHARLES SCHWAB & CO., INC.
3. NATIONAL FINANCIAL SERVICES LLC
4. E*TRADE CLEARING LLC
5. BANK OF NEW YORK MELLON
6. STATE STREET BANK & TRUST/STATE STREET TOTALETF
7. JPMORGAN CHASE BANK/IA
8. CITIBANK, NATIONAL ASSOCIATION
9. APEX CLEARING CORPORATION
10. J.P. MORGAN CHASE BANK NA/FBO BLACKROCK CTF
11. MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
12. INTERACTIVE BROKERS LLC
13. STATE STREET BANK AND TRUST COMPANY
14. WELLS FARGO CLEARING SERVICES LLC
15. ROBINHOOD SECURITIES, LLC
16. PERSHING LLC
17. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
18. VANGUARD MARKETING CORPORATION
19. BROWN BROTHERS HARRIMAN & CO.
20. J.P. MORGAN CLEARING CORP.
21. BNY MELLON
22. PHILLIP CAPITAL INC.
23. "TD WATERHOUSE CANADA INC
24. ATTN: MANDATORY CORPORATE ACTIONS"
25. TRADESTATION SECURITIES, INC.
26. MORGAN STANLEY
27. MORGAN STANLEY SMITH BARNEY LLC
28. EDWARD D. JONES & CO., L.P.
29. THE NORTHERN TRUST COMPANY
30. HSBC BANK USA, NATIONAL ASSOCIATION
31. FUTU CLEARING INC.
32. RAYMOND JAMES & ASSOCIATES, INC.
33. BNP PARIBAS, NEW YORK BRANCH
34. BMO NESBITT BURNS INC., TORONTO
35. SSB&T CO/CLIENT CUSTODY SERVICES
36. AMERICAN ENTERPRISE INVESTMENT SERVICES INC.
37. RBC CAPITAL MARKETS, LLC
38. RBC DOMINION SECURITIES INC
39. PNC BANK, NATIONAL ASSOCIATION

40. UBS FINANCIAL SERVICES INC.
41. LPL FINANCIAL LLC
42. SSB - BLACKROCK INSTITUTIONAL TRUST
43. NBCN INC.
44. CLEARSTREET IO
45. MORGAN STANLEY & CO. LLC
46. CIBC WORLD MARKETS INC.
47. BOFA
48. BNYMELLON/RE CACEIS BANK, NETHERLANDS
49. GOLDMAN, SACHS & CO. LLC
50. CREST INTERNATIONAL NOMINEES LIMITED
51. STIFEL, NICOLAUS & COMPANY, INCORPORATED
52. QUESTRADE INC.
53. SCOTIA CAPITAL (USA) INC.
54. STONEX FINANCIAL INC.
55. BARCLAYS CAPITAL INC
56. OPPENHEIMER & CO. INC.
57. WEDBUSH SECURITIES INC.
58. HILLTOP SECURITIES INC.
59. VISION FINANCIAL MARKETS LLC
60. WEDBUSH SECURITIES INC
61. D.A. DAVIDSON & CO.
62. STATE STREET BANK & TRUST COMPANY / ISHARES EUROPE
63. MARSCO INVESTMENT CORPORATION
64. JPMORGAN CHASE BANK/EUROCLEAR BANK
65. CDS CLEARING AND DEPOSITORY SERVICES INC.
66. BNP PARIBAS, NEW YORK BRANCH/BNP PARIBAS PRIME BROKERAGE CUSTODIAN
67. DESJARDINS SECURITIES INC.
68. DRIVEWEALTH, LLC
69. COR CLEARING LLC
70. U.S. BANCORP INVESTMENTS, INC.
71. U.S. BANK NATIONAL ASSOCIATION
72. BANK OF AMERICA, NA/GWIM TRUST OPERATIONS
73. UBS AG
74. JANNEY MONTGOMERY SCOTT LLC
75. ROBERT W. BAIRD & CO. INCORPORATED
76. U.S. BANK N.A./ETF
77. MANUFACTURERS AND TRADERS TRUST COMPANY
78. CREDENTIAL SECURITIES INC.
79. THE BANK OF NEW YORK MELLON

80. UBS SECURITIES LLC
81. SG AMERICAS SECURITIES, LLC
82. HRT FINANCIAL LLC
83. JEFFERIES LLC
84. VELOCITY CLEARING, LLC
85. CETERA INVESTMENT SERVICES LLC
86. AMALGAMATED BANK
87. HSBC BANK USA, NA/HSBC CUSTODY & CLEARING SERVICES FOR STOCK LOAN
88. EDWARD D. JONES & CO., L.P.
89. VELOX CLEARING LLC
90. BNYMELLON/RE CACEIS BANK LUXEMBOURG
91. SEI PRIVATE TRUST COMPANY
92. CANACCORD GENUITY CORP.
93. WELLS FARGO BANK, N.A./SIG
94. DEUTSCHE BANK AG NY/US CUSTODY
95. WILSON-DAVIS & CO., INC.
96. BMO CAPITAL MARKETS CORP.
97. PRINCIPAL BANK
98. BNYMELLON/RE CHARLES STANLEY AND COMPANY, LIMITED
99. MITSUBISHI UFJ TRUST & BANKING CORPORATION, NEW YORK BRANCH
100. MURIEL SIEBERT & CO., INC.
101. WELLS FARGO SECURITIES, LLC
102. MANULIFE SECURITIES INCORPORATED
103. STATE STREET BANK & TRUST CO
104. BNYMELLON/RE BARCLAYS CAPITAL SECURITIES LTD.
105. CITIBANK, N.A./ETF
106. BMO HARRIS BANK NA/TRUST
107. BNYMELLON/RE ETF - ISHARES DTC/NSCC
108. FIDELITY CLEARING CANADA ULC
109. ABN AMRO CLEARING CHICAGO LLC
110. FOLIO INVESTMENTS, INC.
111. UMB BANK, NATIONAL ASSOCIATION
112. RAYMOND JAMES LTD.
113. CANTOR, FITZGERALD & CO.
114. MIRAE ASSET SECURITIES (USA) INC./STOCK LOAN CONDUIT ACCOUNT
115. CI INVESTMENT SERVICES INC.
116. SEI PRIVATE TRUST COMPANY
117. CITIGROUP GLOBAL MARKETS, INC.

118. NOMURA INTERNATIONAL TRUST COMPANY
119. FIFTH THIRD BANK
120. COMMERCE BANK
121. THE HUNTINGTON NATIONAL BANK
122. HAYWOOD SECURITIES INC.
123. PI FINANCIAL CORP.
124. CALDWELL SECURITIES LTD
125. RELIANCE TRUST COMPANY
126. DEPOSITO CENTRAL DE VALORES S.A., DEPOSITO DE VALORES
127. BROWN BROTHERS HARRIMAN & CO./ETF
128. KEYBANK NATIONAL ASSOCIATION
129. LAURENTIAN BANK SECURITIES INC.
130. MIRAE ASSET SECURITIES (USA), INC.
131. CLEAR STREET LLC
132. GMP SECURITIES L.P.
133. ODLUM BROWN LIMITED
134. SAFRA SECURITIES LLC
135. BNY MELLON/WEALTH MANAGEMENT
136. BNYMELLON/RE WINTERFLOOD SECURITIES LTD
137. DEUTSCHE BANK SECURITIES INC.
138. BNYMELLON
139. RELIANCE TRUST COMPANY
140. ALBERT FRIED & COMPANY LLC
141. BOFA
142. BARCLAYS CAPITAL INC.
143. CURVATURE SECURITIES, LLC
144. BOFA SECURITIES INC
145. VIRTU AMERICAS LLC
146. SSB - TRUST CUSTODY
147. TEXAS TREASURY SAFEKEEPING TRUST COMPANY

Exhibit 5

Bradley P. Boyer (SBN 179430)
KUTAK ROCK LLP
777 South Figueroa Street, Suite 4550
Los Angeles, California 90017-5800
Telephone: (213) 312-4000
E-Mail: bradley.boyer@kutakrock.com
Authorized E-Service:
LAIntake@kutakrock.com

Victoria H. Buter
(*Pro Hac Vice forthcoming*)
Thomas H. Dahlk
(*Pro Hac Vice forthcoming*)
KUTAK ROCK LLP
Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
Telephone: (402) 346-6000
E-Mail: vicki.buter@kutakrock.com
E-Mail: tom.dahlk@kutakrock.com

Attorneys for Plaintiffs
ETHAN MEVI, ENRIQUE CURBELLO, BRUCE BRADLEY, MICHAEL BROOME, CYNTHIA BROOME, ALADDIN ASFOUR, KYLE HODES, JENNIFER HODES, ALEXANDER ESPALIN, MOAYAD ALTAHHAN, SHAWN FRANZ, LEO KISHKO, and AC CHOUDHURY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ETHAN MEVI, an individual, ENRIQUE CURBELLO, an individual, BRUCE BRADLEY, an individual, MICHAEL BROOME, an individual, CYNTHIA BROOME, an individual, ALADDIN ASFOUR, an individual, KYLE HODES, an individual, JENNIFER HODES, an individual, ALEXANDER ESPALIN, an individual, MOAYAD ALTAHHAN, an individual, SHAWN FRANZ, an individual, LEO KISHKO, an individual,; and AC CHOUDHURY, an individual

Plaintiffs,

v.

HENRY JI, an individual, M3 ADVISORY PARTNERS, L.P., a Delaware limited partnership, MIII

Case No. **'26CV2113 DMS DEB**

Assigned to Judge:

COMPLAINT FOR RACKETEERING INFLUENCED CORRUPT ORGANIZATIONS ACT ("RICO") 18 U.S.C. § 1962(C); CONSPIRACY TO VIOLATE RICO, 18 U.S.C. § 1962(D); BREACH OF FIDUCIARY DUTY; AIDING AND ABETTING BREACH OF FIDUCIARY DUTY; VIOLATION OF CALIFORNIA PENAL CODE SECTION 496; AND BREACH OF FIDUCIARY DUTY

DEMAND FOR JURY TRIAL

PARTNERS, L.P. , a limited partnership, MOHSIN MEGHJI, an individual, JACKSON WALKER LLP, a limited liability partnership, DORMAN FOLLOWWILL, an individual, KIM D. JANDA, an individual, DAVID LEMUS, an individual, TAMMY REILLY, an individual, JAISIM SHAH, an individual, YUE ALEXANDER WU, an individual; STEPHEN MA, an individual; VIVASOR HOLDING COMPANY, a corporation; SCILEX HOLDING COMPANY, a corporation; and SEMNUR PHARMACEUTICALS, Inc., a corporation,

Defendants.

Plaintiffs Ethan Mevi, Enrique Curbello, Bruce Bradley, Michael Broome, Cynthia Broome, Aladdin Asfour, Kyle Hodes, Jennifer Hodes, Alexander Espalin, Moayad Altahhan, Shawn Franz, Leo Kishko, and AC Choudhury (collectively, "Plaintiffs"), for their Complaint against Defendants, allege as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action against Defendants seeking to recover the damages Plaintiffs suffered as a proximate result of, among other things, Defendants' violations of the Racketeering Influenced Corrupt Organizations Act ("RICO") and breaches of their fiduciary duties resulting from a conspiracy among Defendants to file a fraudulent bankruptcy of Sorrento Therapeutics, Inc. ("Sorrento"), and then use the sham bankruptcy to allow Henry Ji and his affiliated companies and business partners to take control of the assets of Sorrento for a fraction of their fair market value, to the direct injury of Plaintiffs as set forth herein.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff Ethan Mevi was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of California.

3. Plaintiff Enrique Curbelo was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of California.

4. Plaintiff Bruce Bradley was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of Massachusetts.

5. Plaintiffs Michael Broome and Cynthia Broome, husband and wife, were equity shareholders of Sorrento at the time Sorrento filed for bankruptcy and are, and at all relevant times were, citizens and residents of Washington.

6. Plaintiff Aladdin Asfour was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen of the country of Jordan.

7. Plaintiffs Kyle Hodes and Jennifer Hodes, husband and wife, were equity shareholders of Sorrento at the time Sorrento filed for bankruptcy and are, and at all relevant times were, citizens and residents of Tennessee.

8. Plaintiff Alexander Espalin was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of Georgia. Mr. Espalin was also a creditor of Sorrento, and he was denied a position on the Official Committee of Unsecured Creditors in 2024, for the stated reason that any level of equity ownership created an inherent conflict of interest.

9. Plaintiff Moayad Altahhan was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen of the country of Saudi Arabia.

10. Plaintiff Shawn Franz was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of Maryland.

11. Plaintiff Leo Kishko was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of Massachusetts.

12. Plaintiff AC Choudhury was an equity shareholder of Sorrento at the time Sorrento filed for bankruptcy and is, and at all relevant times was, a citizen and resident of Texas. Mr. Choudhury was an active member of Official Equity Committee and had multiple telephone calls and email exchanges with Sorrento and Scilex executives throughout 2023 and 2024.

13. Plaintiffs collectively owned over 10 million shares of Sorrento's 550 million outstanding shares at the time Sorrento filed for bankruptcy on February 13, 2024, and collectively paid over $57 million for their shares of Sorrento and affiliated companies.

14. Defendant Henry Ji ("Ji") was Sorrento's CEO, Chairman of the Board of Directors, controlling shareholder, and founder, and at all relevant times performed his duties on many occasions while physically present in the Southern District of California. Ji is now also executive chairman, CEO and president of Scilex and Semnur. Ji is a citizen and resident of California.

15. Defendant Mohsin Y. Meghji ("Meghji") was Sorrento's Chief Restructuring Officer and at all relevant times knew that his actions would affect Sorrento (and its equity shareholders) in the Southern District of California. Meghji is managing partner of Defendant M3 Advisory Partners, LP ("M3"), which has a place of business at 1700 Broadway, 19th Floor, New York, New York 10019. Upon information and belief, Meghji is a citizen and resident of New York.

16. Defendant M3 Advisory Partners LP and MIII Partners, L.P. ("M3") are limited partnerships organized under the laws of the State of Delaware. Upon information and belief, M3's principal place of business is in New York, New York.

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17. As of February 13, 2023, the following individual Defendants were members of Sorrento's Board of Directors or otherwise associated with Ji and Sorrento:

(a) Defendant Dorman Followwill was a Member of the Board of Directors and the Lead Independent Director for Sorrento at all times relevant to this action. He was also a board member of Scilex at all times relevant to this action. Followwill may be served at 1092 Mountain Oak Place, Newbury Park, CA 91320.

(b) Defendant Kim Janda was a Member of Sorrento's Board of Directors at all times relevant to this action. Janda may be served at 5787 La Jolla Corona Drive, La Jolla, CA 92037.

(c) Defendant David Lemus was a Member of Sorrento's Board of Directors at all times relevant to this action. He was also a board member of Scilex at all times relevant to this action. Lemus may be served at 11004 S. Glen Road, Potomac, MD 20854.

(d) Defendant Tammy Reilly was a Member of Sorrento's Board of Directors at all times relevant to this action until she resigned effective October 25, 2023, in protest to the conduct of Meghji during the bankruptcy. Reilly may be served at 601 Biddle Street, Chesapeake City, MD 21915.

(e) Defendant Jaisim Shah, until his retirement on March 13, 2026, was a Member of Sorrento's Board of Directors at all times relevant to this action, a board member, CEO, and President of Scilex at all times relevant to this action, and CEO of Semnur at all times relevant to this action. Shah may be served at 212 Monroe Drive, Mountain View, CA 94040.

(f) Defendant Yue Wu was a Member of Sorrento's Board of Directors at all times relevant to this action. He was also a board

member of Scilex at all times relevant to this action. Wu may be served at 1960 Noel Drive, Los Altos, CA 94024.

(g) Defendant Stephen Ma was a Member of Scilex's Board of Directors at all times relevant to this action and is its current CFO and COO. Ma was hand-picked by Ji and served as Scilex's Chief Accounting Officer since November 2022 and was involved in the decision-making and co-architecting the process of both Scilex's decision to fund the $20 million junior DIP loan to Sorrento and, more importantly, was involved in making sure Scilex paid the lowest amount possible for its bid on Sorrento's Scilex shares. Ma may be served at 960 San Antonio Road, Palo Alto, California, 94303.

18. Defendant Jackson Walker LLP ("Jackson Walker") is a national full-service law firm formed under the laws of the State of Texas that serves clients worldwide and provides services across the United States, including the Southern District of California. At all relevant times herein, Jackson Walker took actions that subjected it to the jurisdiction of this Court, and it knew that Sorrento's principal place of business was in the Southern District of California.

19. Vivasor Holding Company ("Vivasor") is a Delaware corporation, and is headquartered in San Diego, California, and Defendant Ji is its controlling shareholder, CEO and Chairman.

20. Defendant Scilex Holding Company ("Scilex") is a former Sorrento subsidiary that was spun out as a Nasdaq-listed public company in November 2022 and is organized under the laws of the State of Delaware and headquartered in Palo Alto, California. Scilex announced on April 1, 2026, that it's merging with Vivasor.

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21. Defendant Semnur Pharmaceuticals, Inc. ("Semnur"), a clinical late-stage specialty pharmaceutical company focused on the development and commercialization of novel non-opioid pain therapies, is a Delaware corporation headquartered in Palo Alto, California.

22. (a) The Court has original jurisdiction over Plaintiffs' civil RICO claims pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367(a).

(b) Venue is proper in this Court based on 28 U.S.C. § 1391(b)(2) because many of the events or omissions giving rise to the claims occurred or caused injury to Plaintiffs within this judicial district. Venue is otherwise proper under 28 U.S.C. § 1391(b)(3) because each of the Defendants is subject to this Court's personal jurisdiction. The RICO statute authorizes nationwide service of process, and in the Ninth Circuit personal jurisdiction is obtained if the court is authorized to obtain service over the defendant. Under 18 U.S.C. § 1965(a), venue is proper in any district in which a defendant "resides, is found, has an agent, or transacts his affairs" and, in addition, 18 U.S.C. § 1965(b) provides that as long as one defendant is subject to service in a district, additional parties may be brought before the forum court, in the court's discretion, to the extent that "the ends of justice require."

RELEVANT BACKGROUND

23. At all relevant times, Plaintiffs were significant noncontrolling equity holders of Sorrento, a Delaware corporation, with its principal place of business in San Diego, California, and they have each suffered direct injury as a proximate result of Defendants' tortious and unlawful acts as alleged herein; the Sorrento/Scintilla bankruptcies would never have been filed and certainly would never have been filed in the United States Bankruptcy Court for the Southern District of Texas but for the unlawful actions committed by Defendants as described herein.

24. (a) Sorrento was an international biopharma/tech company with numerous assets focused on oncology, immunotherapy, cell therapy, non-opioid pain and infectious disease treatments and diagnostics.

(b) Between late 2019 and early 2020, the Sorrento board rejected multiple buyout offers ranging from a half billion to a billion dollars for the company's immature assets.

(c) In early 2020, Sorrento's board took nearly a month's time to unanimously reject a $1 billion offer from an unnamed private equity firm, stating at the time that the deal "significantly undervalues the company and is not in the best interest of the shareholders."

(d) Instead of selling its assets, Sorrento continued to develop its pipeline of medical therapies and diagnostics to become a fully vertically integrated megacap biopharma/tech company.

25. At all relevant times, Sorrento maintained its principal place of business in San Diego, California (the "San Diego Office"), and never had an office, asset or presence in the Southern District of Texas.

26. At all relevant times, Defendant Ji was the CEO of Sorrento and Chairman of Scilex. Ji was the de facto controlling shareholder of Sorrento and responsible for the operations of Sorrento, guided by his duly-appointed Board of Directors, most of whom were also on Scilex's Board of Directors. In their respective roles, Ji and the Board of Directors owed fiduciary and other duties to Plaintiffs.

27. In 2020, in a compensation package approved by Sorrento's Board of Directors, Ji was reported to be the highest paid CEO in the biopharma industry, receiving a compensation package in excess of $163 million. When questioned in 2021, Ji represented that Sorrento would soon have a $200-400 billion market valuation, revising his prior year's representation that Sorrento's market valuation would be $100 billion by 2025.

28. Ji's leadership was not without critics. Lawsuits were filed during the 10 years preceding Sorrento's filing of its fraudulent bankruptcy on February 13, 2023, alleging mismanagement, self-dealing and gross neglect by Ji, but the lawsuits were ultimately settled without material consequences.

29. This successful track record of resolving litigation ended in December 2022, however, when Ji's nearly decade-long feud with billionaire rival Patrick Soon-Shiong, MD, resulted in an adverse arbitration award in the amount of $175 million.

30. While this $175 million award should have been offset by another $125 million arbitration ruling in Sorrento's favor, it was reduced to judgment and used by Defendants as a pretext to file a sham bankruptcy in a bankruptcy forum that enabled Defendants to control the bankruptcy proceedings in the unlawful and wrongful manner described herein and manipulate the outcome to ultimately benefit Ji and the other Defendants, which caused significant damage to Plaintiffs.

A. Fabrication of Venue in the Bankruptcy Court of the Southern District of Texas

31. Despite having a strong balance sheet in 2023 with no secured debt, and ample access to equity and debt markets directly and through its subsidiaries like Scilex, on February 13, 2023, Sorrento (guided by Defendants Ji, Meghji, M3 and Jackson Walker) filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court").

32. In the brief time Ji and the Sorrento Board of Directors were considering the filing of the bankruptcy, upon information and belief, it became readily apparent that a legitimate restructuring or financing process was not necessary and was not the best course of action for Sorrento considering its balance sheet, its performing affiliated entities, its projected future opportunities, and the tremendous expense of the bankruptcy process.

33. Despite these readily apparent facts, Ji used willing and able co-conspirators who were handsomely rewarded with over $50 million in direct fees (over $13.6 million directly to M3 and Jackson Walker, an amount roughly equivalent to Sorrento's actual pre-bankruptcy trade claims) for working in concert with Ji and the Sorrento Board of Directors to use an ethically-compromised bankruptcy forum that would allow Ji to fraudulently obtain control of Sorrento's assets at the end of the bankruptcy, paying a fraction of what the assets were actually worth.

34. Ji and Meghji, and upon information and belief, the Sorrento Board of Directors, conspired with other employees of M3 and Jackson Walker to concoct and execute a plan that would allow Sorrento, an entity that had its principal place of business in the State of California and, upon information and belief, had no corporate contacts with the State of Texas, to file for bankruptcy in the Bankruptcy Court where Meghji and Jackson Walker had established an improper relationship to an ethically compromised bankruptcy court headed by Chief Bankruptcy Judge David R Jones.

35. As part of this conspiracy and in order to establish a supposed presence in Texas, two days before the Scintilla/Sorrento bankruptcy filings, on February 11, 2023, a Jackson Walker lawyer (and recent law clerk of Judge Jones), Veronica Polnick, rented a mailbox (the "UPS Mailbox") on behalf of Scintilla (an inactive wholly-owned subsidiary of Sorrento with no business operations or employees) at a UPS Store located at 7 Switchbud Place, The Woodlands, Texas and directed Stretto to open a checking account where $60,000 was wired from a Sorrento bank account into a new Signature Bank checking account that was purportedly opened in a representative office (not an actual bank branch) in Houston, Texas to provide the appearance that Scintilla (an inactive subsidiary of Sorrento) had assets in Texas.

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36. Having established a phony presence in the State of Texas, on February 13, 2023 (the "Petition Date"), Scintilla (an entity that had not been operating nor generating revenue for years and the existence of which, Sorrento's CFO, Elizabeth Czerepak, had no knowledge until the filing of the bankruptcy) commenced a Chapter 11 Bankruptcy Case in the Bankruptcy Court.

37. Sorrento (which had no material presence in Texas) then filed a separate Petition in the Bankruptcy Court immediately after the Scintilla Petition was docketed to ensure the bankruptcy cases were consolidated.

38. At all relevant times, Ji was Scintilla's sole officer and director.

39. In its petition for bankruptcy relief, Scintilla then listed the UPS Mailbox opened on February 11, 2023, as its principal place of business despite never having conducted any "business" for years, let alone in connection with the UPS Mailbox.

40. Neither Scintilla nor Sorrento were registered or licensed to do business in Texas.

41. In its separate petition for bankruptcy relief, Sorrento listed the San Diego Office as both its principal place of business and as its mailing address, but because Scintilla's bankruptcy was already "pending" in the Bankruptcy Court, Sorrento represented in its Petition that venue was appropriate in the United States Bankruptcy Court for the Southern District of Texas.

42. Therefore, venue for both the Scintilla and Sorrento bankruptcy was grounded solely on the rented UPS Mailbox established by Jackson Walker.

43. In furtherance of the scheme to establish a fraudulent venue for the bankruptcy filings in the State of Texas, three days before the Petition Date, on February 10, 2023, Sorrento wired $60,000 to a newly opened Signature Bank checking account bearing the name of Scintilla.

44. While this bank account was presumably opened to help establish a link to the Southern District of Texas, no funds were deposited in Texas because Signature Bank only had a representative office, not a bank branch, in Texas.

45. Because Scintilla was inactive, the $60,000 deposited in this newly opened bank account was Scintilla's only asset on the Petition Date.

46. On the Petition Date, rather than raising questions about the propriety of the bankruptcy venue, the Bankruptcy Court immediately ordered joint administration of the Sorrento and Scintilla (together, the "Debtors") cases.

B. The Bankruptcy Court's Rise as a Preferred Venue for Mega Corporate Reorganizations and Jackson Walker's Role in This Ascendancy

47. In 2015, when Bankruptcy Judge David Jones was appointed Chief Judge of the Bankruptcy Court, the Bankruptcy Court for the Southern District of Texas has been described as a "bankruptcy backwater."

48. As part of a plan to attract high dollar complex Chapter 11 bankruptcies to be filed in the Bankruptcy Court, Chief Judge Jones eventually signed a General Order in 2018 that directed all complex Chapter 11 cases filed in the Bankruptcy Court to two judges—himself and Judge Marvin Isgur, one of his former law partners and mentors, who also had become a bankruptcy judge.

49. According to an investigation by *The Financial Times*, the "guaranty of case assignment to one of two judges who want[ed] to attract mega-cases and under[stood] the need to 'sell' the venue to debtors" enabled the marketing of the Bankruptcy Court's venue to large corporate debtors, including Sorrento.

50. Chief Judge Jones knew that the Bankruptcy Court needed to devise a way to project its willingness and ability to deliver the accommodation needed to attract the mega-bankruptcies to be filed in the Bankruptcy Court.

51. Defendant Jackson Walker played an integral role in the plan to attract mega-bankruptcies to the Bankruptcy Court and directly benefited when the Bankruptcy Court's venue became an attractive venue for large corporate debtors.

52. In 2018, Chief Judge Jones' permanent law clerk, Elisabeth Freeman, resigned her law clerk position to become a partner in Jackson Walker.

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53. Ms. Freeman had been a law clerk for Judge Jones from 2011 to 2018 and had followed Judge Jones from the Porter Hodges law firm when he became a bankruptcy judge in 2011.

54. Freeman and Judge Jones began a romantic relationship during this period and, in 2017, they began living together.

55. Upon the addition of Freeman as a partner in Jackson Walker's bankruptcy group in 2018, Jackson Walker quickly became the leading Houston law firm hired by corporate debtors that filed for bankruptcy in the Bankruptcy Court.

56. By 2022 and continuing in 2023, Jackson Walker led the nation in local counsel appointments in large bankruptcies according to *The Financial Times*, which has also reported that "Jackson Walker was useful as a back channel" to two of Houston's bankruptcy judges: "Freeman had previously been a clerk to [Chief Judge] Jones while another bankruptcy partner, Matthew Cavenaugh[,] had clerked for [Judge] Isgur." Sujeet Indap, "The downfall of the judge who dominated bankruptcy in America," *The Financial Times* (Nov. 21, 2023).

57. Following Freeman's arrival as a partner at Jackson Walker in 2018, Chief Judge Jones reportedly presided over at least 33 cases in which the Bankruptcy Court awarded Jackson Walker over $23 million in attorneys' fees and expenses.

C. M3 and Meghji's Role in Promoting the Bankruptcy Court

58. Meghji and his firm, M3, were significant participants in the rise of the Bankruptcy Court as a favorite venue for mega corporate bankruptcies, and their relationship with the Bankruptcy Court was evident in April 2022 when the New York City-based Meghji hosted an expensive party for two judges of the Bankruptcy Court who later oversaw the sham Chapter 11 reorganization of Sorrento.

59. In April 2022, Meghji distributed (by U.S. Mail and by email) invitations to a private party at a swanky New York restaurant, Le Bernardin, touting that Chief Judge Jones and another colleague on the Houston bankruptcy court bench, Judge Christopher Lopez, would be guests of honor.

60. Upon information and belief, Meghji and M3 were later selected by Ji and Sorrento's Board of Directors to become Chief Restructuring Officer and Financial Advisor in the Sorrento bankruptcy because of their relationship with the Bankruptcy Court.

61. Bankruptcy Court records show that Judge Lopez was initially assigned the Sorrento bankruptcy in February 2023, but Chief Judge Jones then reassigned it to himself.

D. Meghji's and M3's Participation in the Fraudulent Sorrento Bankruptcies

62. Upon information and belief, Defendants Ji, Meghji, M3, and Jackson Walker played critical roles in causing Scintilla and Sorrento's bankruptcies to be filed in the Bankruptcy Court knowing they could capitalize on the romantic relationship between Chief Judge Jones and Freeman that was unknown to the public.

63. In furtherance of the scheme to file under Chapter 11 and create venue in the Bankruptcy Court, the Debtors retained M3 as "Financial Advisor" and Meghji as "Chief Restructuring Officer" of Sorrento to provide "restructuring advisory services" in connection with the bankruptcies.

64. Prior to the Sorrento engagement, neither M3 nor Meghji had any significant biopharma or biotech restructuring experience.

65. After the Sorrento bankruptcy filing, despite M3's and Meghji's lack of biopharma and biotech experience, the Bankruptcy Court entered an Order authorizing the employment and retention of both M3 and Meghji.

66. As payment for their services, Meghji earned up to $225,000 per month in his Chief Restructuring Officer role with Sorrento, and M3 received $12,304,550 in fees as the appointed Financial Advisor.

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67. Despite earning such fees, Meghji failed to visit a single Sorrento facility and took inadequate steps to determine the potential value of the assets in the bankruptcy and impeded alternative restructuring and financing efforts that should have and would have allowed Sorrento to quickly exit bankruptcy.

68. At all relevant times, in addition to the undisclosed romantic relationship between Chief Judge Jones and Freeman, the lavish April 2022 dinner and party hosted by Meghji in honor of Chief Judge Jones and Judge Lopez in New York City created an undisclosed conflict of interest for Meghji and M3 and the Bankruptcy Court with respect to the Sorrento bankruptcies.

E. Relevant Facts Concerning How the Illicit Romantic Relationship Became Public and Facts Showing the Prior Cover-up

69. After the filing of the Sorrento bankruptcies, facts began to emerge in news reports in October 2023 concerning the conflicts of interest created by the romantic relationship between Chief Judge Jones and Freeman.

70. While the secret romance became public in October 2023, the Bankruptcy Court and Jackson Walker had been successful in suppressing information concerning the conflict for two-and-a-half years after an anonymous letter (the "Anonymous Letter") dated March 6, 2021 (alleging that Chief Judge Jones and a Jackson Walker partner were in a romantic relationship) was mailed to a litigant who had been seeking to recuse Chief Judge Jones in a bankruptcy proceeding involving McDermott Industries, a large engineering corporation.

71. In the Anonymous Letter, the author stated: "[T]he largest corporations and clients willingly choose to work with [Jackson Walker] lawyers knowing that they will likely have the court and the judge [rule] in their favor."

72. The recipient of the Anonymous Letter immediately emailed a copy to Matthew Cavenaugh of Jackson Walker (who had clerked for Judge Isgur) the same day he received it, and the Anonymous Letter was then delivered to the Chief Bankruptcy Judge's chambers by Jackson Walker.

73. After receipt of the Anonymous Letter, Cavenaugh texted his colleague, Veronica Polnick (the Jackson Walker lawyer who later opened the Scintilla UPS box in order to create the fraudulent venue for Sorrento), stating that Freeman and Chief Judge Jones had "been very careful" and had "taken a lot of steps" to protect themselves, "[b]ut the fact they've taken so many steps makes it problematic from a pr standpoint." Polnick (who was also a former law clerk for Chief Judge Jones) responded: "Right. They saw this coming 10 years ago."

74. A Bloomberg Law investigation conducted after the Anonymous Letter became publicly known in October 2023 revealed at least four judges of the Bankruptcy Court kept the contents of the Anonymous Letter sealed, which allowed Chief Judge Jones to successfully suppress efforts for two-and-a-half years to have the extent of his secret relationship investigated and to determine to what extent the relationship had compromised the integrity of the Bankruptcy Court.

75. In fact, the person who received the Anonymous Letter in March 2021 was expressly ordered by the Bankruptcy Court not to publicly discuss the Anonymous Letter's contents.

76. After receiving a copy of the Anonymous Letter, Chief Judge Jones referred the motion for his recusal filed by the recipient of the Anonymous Letter in the McDermott Industries bankruptcy to Judge Isgur.

77. Judge Isgur rejected a request to take depositions in order to investigate the Anonymous Letter's veracity and denied the motion to recuse Chief Judge Jones.

78. After successfully suppressing disclosure of the illicit romantic relationship, Chief Judge Jones continued to ensure that he would either preside over or mediate mega-bankruptcies filed by Jackson Walker, when circumstances required his recusal.

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F. The Conspiracy Giving Rise to the Filing of the Fraudulent Scintilla and Sorrento Bankruptcies

79. The Sorrento Bankruptcy Petitions were filed after the facts disclosed in the Anonymous Letter were known by the Bankruptcy Court and Jackson Walker, but had been concealed from public knowledge.

80. Keeping the facts disclosed in the Anonymous Letter secret was important to Jackson Walker because the Jones/Freeman relationship was a major precipitating factor in the law firm's meteoric rise to becoming the top bankruptcy law firm practicing before the Bankruptcy Court.

81. Jackson Walker used Freeman's unethical and unlawful back channel to Chief Judge Jones to receive lucrative compensation from the mega-bankruptcies they filed since the time she resigned as Chief Judge Jones's permanent law clerk to become a partner at Jones Walker in 2018.

82. For example, text messages sent in May 2020 reveal the way Freeman as a partner of Jackson Walker manipulated the Bankruptcy Court. Freeman texted another lawyer at Jackson Walker stating she had contacted Chief Judge Jones three days before the filing of the JC Penney Chapter 11 bankruptcy: "Talked to Jones. He's got us."

83. Text messages exchanged between Jackson Walker lawyers in March 2021 (that have been produced after the facts disclosed in the Anonymous Letter became public in October 2023) further reveal the significance of the secret romantic relationship on Jackson Walker's leverage over the Bankruptcy Court.

84. Freeman stated in a text: "Jones has been softening up for this for a month" and "[w]e are keeping this down looooooooowww[,]" to which another Jackson Walker lawyer replied: "Got it."

85. These text messages reveal that Jackson Walker was fully aware of Freeman's back channel to Chief Judge Jones and knowingly exploited it.

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86. Text messages also reveal that Jackson Walker's senior management all "signed off" on a plan to keep the scandal a secret after the Anonymous Letter was received.

87. While Freeman never filed any formal retention application in the Sorrento bankruptcies, Jackson Walker and/or M3's time records reveal that Freeman was in fact directly involved in the Debtors' bankruptcies even after she resigned as a partner of Jackson Walker.

88. These time records reveal that the Debtors consulted Freeman on a number of key issues including a mediation with Dr. Patrick Soon-Shiong (who was the person with whom Ji carried on an ongoing feud resulting in the $175 million judgment that allegedly precipitated the bankruptcy filings) and a number of his companies, including NantPharma, LLC, NantCell, Inc., and Immunotherapy NANTibody LLC (collectively, the "Nant Parties"), and that Ji, Meghji, M3 and Jackson Walker were aware of and/or participated in these consultations with Freeman.

89. The Debtors' bankruptcies were not the only bankruptcy proceedings that were fraudulently manipulated in 2023. In late January 2023, right before the filing of the Debtors' bankruptcies, both Freeman and Chief Judge Jones were in New York City conducting a mediation concerning another mega-bankruptcy (involving GWG) filed in the Bankruptcy Court.

90. Though the GWG mediation was scheduled for two days, it lasted less than four hours. Chief Judge Jones simply informed the parties in attendance that the bankruptcy was no longer going to pursue the goal of reorganization. Instead, the debtor was going to be liquidated.

91. According to the parties in attendance, before any party could inquire or argue in response, Jones advised that the judge overseeing the bankruptcy, Judge Isgur, was an old, dear friend who would do whatever Jones suggested.

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92. Thus, in GWG, there was no Chapter 11 reorganization or a formal conversion to Chapter 7, and Chief Judge Jones simply announced a liquidation, which was later approved by the Bankruptcy Court, all before the Jones/Freeman relationship was publicly disclosed.

93. With respect to Sorrento, on February 11, 2023, two days before the Scintilla and Sorrento Petitions were filed, a Zoom meeting was held between various attorneys (including Jackson Walker), Meghji, M3, Sorrento's Executive Vice President and Chief Financial Officer (Elizabeth Czerepak) and Ji.

94. Czerepak (who had been hired for her years of biopharma C-suite experience) has stated in a sworn affidavit that she did not understand why Sorrento was filing for bankruptcy in Texas, and that when she asked Ji whether this was a proper course of action, Ji informed her that "the law firms know what they are doing and this is the best plan for us."

95. Immediately before the Petition Date, Ji caused a distribution of shares of another Sorrento subsidiary, Defendant Scilex, to be made as a dividend to Sorrento shareholders. According to the Liquidation Trustee of Sorrento, Scilex owed $290 million to Sorrento, and "[h]ad that money had been paid to Sorrento, the bankruptcy case might not have been necessary." The Liquidation Trustee stated: "Instead of paying that sum, however, Sorrento converted that $290 million into shares [of Scilex] and, instead of using those shares to pay its creditors, Sorrento improperly distributed [Scilex] shares to Sorrento shareholders." At all relevant times, Defendant Ji was in control of both Sorrento and Scilex, but the participants in the zoom meeting held February 11, 2023, said nothing and allowed the Scilex/Sorrento bankruptcies to be filed.

96. After the bankruptcies were filed on February 13, 2023, Czerepak was never consulted by Meghji or M3 on any material matters during the restructuring process despite their total lack of experience in the biopharma industry.

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97. This failure to consult with an experienced CFO shows that Meghji and M3 acted in bad faith and was inconsistent with statements made in sworn declarations filed early in the bankruptcy proceedings.

98. For example, Meghji filed a declaration under penalty of perjury stating that prior to commencement of the Chapter 11 cases, "Sorrento had a healthy balance sheet that faced a short-term liquidity crunch," which arose from "a $175 million arbitration award against Sorrento that had been recently reduced to an enforceable judgment."

99. Meghji further represented under oath that because of the entry of this judgment, Sorrento sought bankruptcy relief "to obtain some breathing room, protect its business and seek to maximize value for stakeholders."

100. The financial metrics pertaining to Sorrento supported the initial statements filed in the Bankruptcy Court.

101. The following represents a simplified organizational chart of Sorrento on the eve of the Petition Date in 2023:



https://cases.stretto.com/public/x228/12086/PLEADINGS/1208602132380000000044.pdf

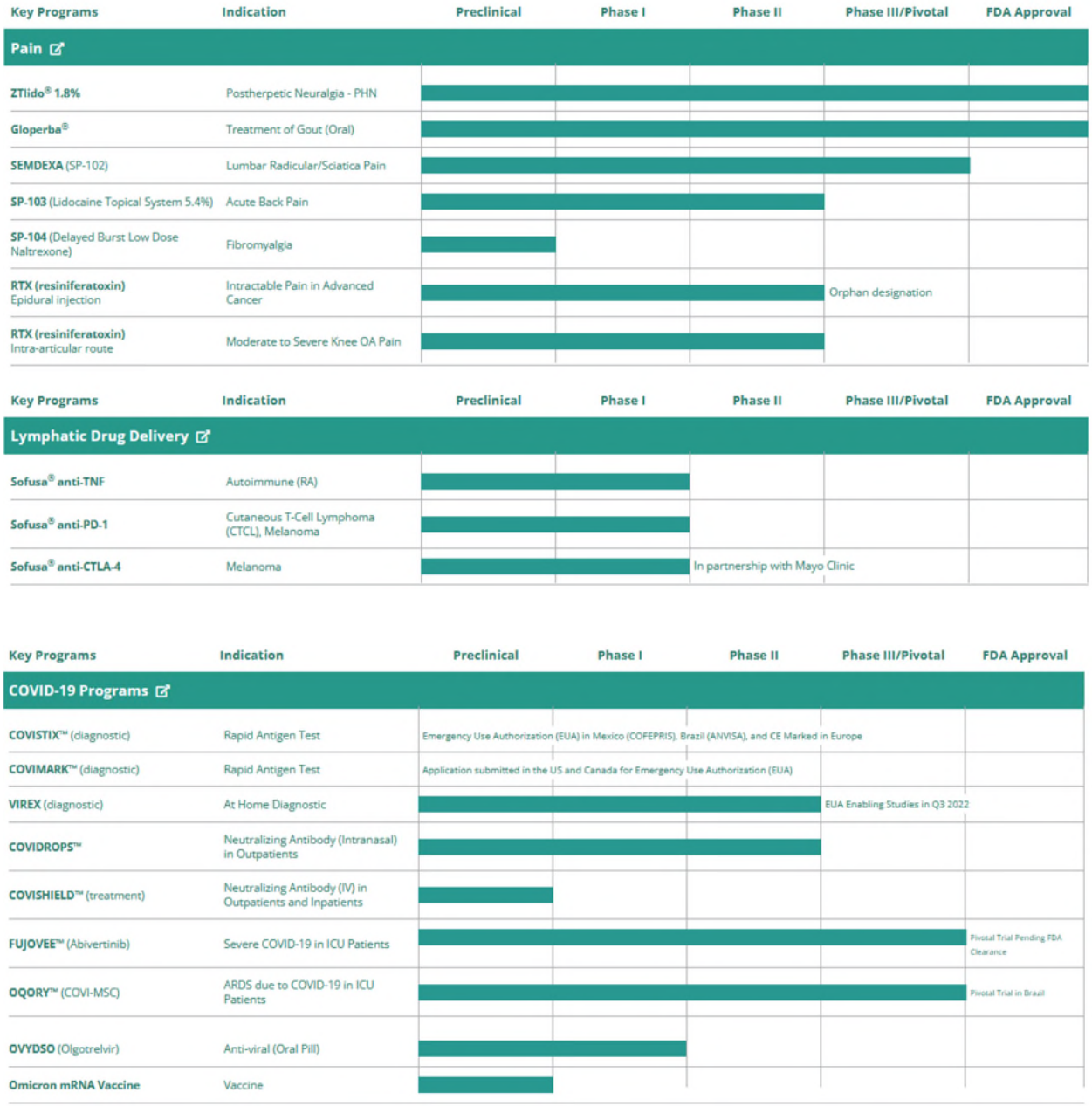
(This organizational chart excludes certain other subsidiaries and excludes valuable minority stakes in other public and private companies)

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102. A sampling of Sorrento's drug, biologics and diagnostic research and development pipeline as of 2022 included:



https://web.archive.org/web/20221210143726/https://sorrentotherapeutics.com/research/pipeline/

(This R&D pipeline illustration excludes multiple other assets including certain phase 2/3 antibodies and antibody-drug conjugates, Sorrento's GMAB antibody library, ACEA small molecule library, cell therapy intellectual property, patent library, drug/biologics manufacturing know-how and facilities, etc.).

103. In July 2023, Sorrento and its executive team, in conjunction with its "restructuring" advisors, created a business plan making projections regarding the future revenue of Sorrento.

104. This business plan forecast a projected $2.1 billion in revenue by 2030 based on estimated worldwide sales revenue.

105. Moreover, based on the products controlled by Sorrento, its patents, its R&D pipeline, and other revenue sources, Ji had affirmatively stated that the enterprise value of Sorrento was between $100 billion and $400 billion.

106. Utilizing these numbers, upon entering bankruptcy, Plaintiffs' shares were worth at least $1.2 billion.

G. Defendants' Conduct of the Affairs of the Compromised Bankruptcy Court Caused Direct Injury to Plaintiffs

107. Because the Bankruptcy Court had been ethically compromised and the facts had been suppressed as alleged herein and did not become publicly known until October 2023, Defendants Ji, Meghji, and M3 seized the opportunity to use the compromised Bankruptcy Court to damage Plaintiffs as alleged herein after the bankruptcy petitions were filed in February 2023.

108. After the $175 million adverse arbitration award was issued in late 2022, Ji caused Sorrento and Scintilla to retain Jackson Walker and file the Chapter 11 proceedings in the Bankruptcy Court despite the fact Scintilla was not an operating business and both Sorrento and Scintilla had no business relationships in that venue.

109. Upon information and belief, Meghji, M3, Ji and Jackson Walker knew they could obtain favorable restructuring rulings from the Bankruptcy Court because of the illicit romantic relationship and because Meghji also had a prior relationship with Chief Judge Jones and Judge Lopez as evidenced by the lavish April 2022 party held in their honor in New York City.

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110. As a critical part of the fraudulent scheme set forth herein, Jackson Walker then used its unethical back channel to Chief Judge Jones (which included having Meghji and M3 appointed Chief Restructuring Officer and Financial Advisor, respectively, when they had no relevant biopharma experience) that resulted in Ji using the Bankruptcy Court to enable him to misappropriate virtually all valuable assets of Sorrento for the benefit of Ji, Sorrento's de facto controlling shareholder, CEO and Chairman , to the direct injury of Plaintiffs.

111. Defendants Ji, Meghji, M3 and Jackson Walker knew of and participated in the fraudulent scheme to manufacture bankruptcy jurisdiction in the Southern District of Texas and knew that their cases would be assigned to Chief Judge Jones because of Jackson Walker's unethical and improper back channel in the Bankruptcy Court.

112. Indeed, records in the Debtors' bankruptcy case show that Scintilla was first assigned to Judge Lopez but, in furtherance of the conspiracy to commit wrongful acts, as alleged herein, Jackson Walker took steps to ensure that Chief Judge Jones would assign the case to himself.

113. Ji has stated that Meghji and the lawyers "are all together, they all know the system," which gives rise to the reasonable inference that Meghji, M3 and Jackson Walker used their personal relationships with Chief Judge Jones to have *ex parte* communications and force specific negative outcomes for Plaintiffs as alleged.

114. Defendants used the strategically selected, ethically compromised Bankruptcy Court to commit fraudulent acts constituting a pattern of wire fraud, mail fraud, and bankruptcy fraud, as alleged herein, to loot Sorrento of virtually all of Sorrento's valuable assets, causing Plaintiffs to suffer significant damages.

115. Such negative outcomes include, but are not limited to: (1) the Judge Isgur-mediated Nant Parties' settlement where Sorrento gave up a stake in ImmunityBio worth over $400 million; (2) the delayed and diminished size of the

ImmuneOncia deal with Yuhan from $50-80 million down to less than $20 million with increased cost burdens for Sorrento when it had planned an initial public offering potentially worth $1 billion months later; (3) *de minimis* asset sales for Sorrento's stakes in Celularity, Elsie, and Cytimm that were sold (over the objection of the Equity Committee members) for an aggregate $5 million when they were worth over $100 million combined in present market value months later; and (4) the failed forced sale to Oramed Pharmaceuticals, Inc. that devalued Scilex Holdings, a Sorrento subsidiary in which Plaintiffs also had an equity stake through their ownership of Sorrento.

116. These transactions, some labelled "cram down" transactions in bankruptcy, were not the "best available" and were adverse to the best interests of Plaintiffs.

117. Defendants Ji, Meghji, M3 and Jackson Walker only pursued the above transactions because Ji held significant interests in the purchasers and/or otherwise personally benefitted from the transactions, and it was in furtherance of the conspiracy to file the bankruptcies in the Bankruptcy Court and loot the assets of Sorrento.

118. Ji has continued participating in the conspiracy without providing any meaningful information as evidenced by the following public disclosure made April 1, 2026:

> "**Scilex Holding Company** (the "Company") has determined that it is unable, without unreasonable effort or expense, to file its Annual Report on Form 10-K **for the fiscal year ended December 31, 2025** (the "Form 10-K") by March 31, 2026, the prescribed due date, because it requires more time to finalize its financial statements to be included in such Form 10-K, including **the consolidation of Vivasor Holding Company**."

https://scilexholding.gcs-web.com/node/10746/html

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119. Defendant Jackson Walker knowingly used Freeman's relationship with Chief Judge Jones to back-channel communications with Chief Judge Jones and in furtherance of their scheme to effect an insider sale of Sorrento's assets to Ji or "good friend[s of his]" for pennies on the dollar to the detriment of Plaintiffs.

120. M3 and Meghji were instrumental in allowing the Sorrento assets to be sold for pennies on the dollar, to the detriment of Plaintiffs.

121. While M3 and Meghji created a "data room" (ostensibly to provide access to diligence for potential purchasers of Sorrento assets to evaluate so they could determine whether to make a bid on Sorrento's assets), M3 and Meghji intentionally refused certain potential bidders (which included certain Plaintiffs or their representatives) access to the data room, ensuring that legitimate bids that would properly value the assets were never made in the bankruptcy.

122. Mergers and acquisitions activity for cancer and immune companies has been incredibly strong over the last five years, with comparable companies being sold for hundreds of millions of dollars, up to over $10 billion. Even licensing deals for specific molecules or antibodies have yielded multi-billion dollars for Sorrento's joint development partners Kelun-Biotech, 3SBio, Escugen, etc.

123. Despite that, and as a result of M3 and Meghji's role in the conspiracy, Ji was able to orchestrate low-ball offers to be made for the assets and obtain such assets for pennies on the dollar because legitimate, good-faith purchasers (including certain Plaintiffs) were precluded from conducting diligence and thus making offers on the assets.

124. The manner in which the assets were sold were in violation of fiduciary duties owed to Plaintiffs and pursuant to a pattern of racketeering as alleged herein.

125. As a result of the wrongful acts committed by Defendants as alleged herein, a vast majority of the valuable assets owned by Sorrento ended up under the control of Ji as of late 2023 and early 2024, and Defendants Meghji, M3 and Jackson Walker have been paid exorbitant or unjustified fees and compensation.

126. The injuries to Plaintiffs were caused by, without limitation: (a) the Bankruptcy-mediated Nant Parties' settlement where Sorrento gave up a stake in ImmunityBio worth over $400 million and the future royalties to a promising cancer therapy; (b) the decrease of the size of the ImmuneOncia deal with Yuhan from $50-80 million down to less than $20 million with increased cost burdens for Sorrento when Sorrento had planned a public offering potentially worth $1 billion months later and gave up global rights to multiple antibody therapies worth significantly more; (c) the *de minimis* asset sales of Sorrento's stakes in Celularity, Elsie, and Cytimm that were sold (over the objection of the Equity Committee members) for an aggregate of $5 million when they were later valued at over $100 million; (d) the failed forced sale to Oramed Pharmaceuticals, Inc. where there was undisclosed conflicts that led to the (e) the sale of Sorrento's stake in Scilex and Semnur that was valued at over $3.6 billion based on Semnur's spin-out into a separate public company when both former subsidiaries were able to raise over $320 million in dollars and cryptocurrency in exchange for a small minority of Semnur shares. In less than 2 years, Scilex has been able to pay Oramed over $100 million in cash while freezing any value-creating advancements in its clinical pipeline because of the Sorrento bankruptcy-related misconduct and (f) the fire sale of virtually all remaining Sorrento assets to Vivasor for less than $10 million in cash for therapies worth well over $10 billion, given their successful advancements in clinical trials prior to and during the bankruptcy, resulting in market approval for 3 different cancer indications and 1 antiviral indication.

127. These transactions were adverse to the best interests of Plaintiffs because it resulted in Plaintiffs receiving virtually nothing for their shares in Sorrento that were worth at a minimum $50 to 100 million when the bankruptcies were filed, and, depending on certain valuations prepared with input from Sorrento executives, worth over $1.2 billion in 2023. In contrast, Ji , Sorrento's de facto controlling shareholder,

benefited because he is the controlling shareholder of Vivasor, the purchaser of the assets at fire sale prices.

128. Meghji and M3 also actively limited access to the data room, thereby preventing buyers (including several Plaintiffs) who were interested in purchasing Sorrento's assets from performing necessary due diligence.

129. Defendants pursued the above transactions to the detriment of Plaintiffs because Ji held interests in the purchasers and/or otherwise personally benefitted from the transactions.

130. Other avenues to allow Sorrento to exit the Chapter 11 proceeding with all creditors paid and Sorrento's noncontrolling equity holders' interests intact were not pursued by Defendants Ji, Meghji, M3 and Jackson Walker. For example: (a) a proposal that would have produced $250 million in value to Levena, a Sorrento subsidiary, was blocked by M3 as M3, in an unusual and not customary move, required the full $250 million to be deposited in escrow to simply bid on the entity; (b) an offer to purchase or partly license the GMAB library was rejected without proper analysis; (c) M3 blocked and obstructed legitimate access for bidders to gather necessary information by slow playing approvals of nondisclosure agreements, which allowed Ji to be successful in achieving his fire sale purchase of assets; (d) Plaintiff Asfour was denied access to the data room despite his ability to purchase assets; (e) the lawyer representing the Equity Committee attempted to raise funds with a shareholder rights offering to satisfy the debt but was obstructed by Meghji; and (f) Meghji hid a viable plan offered by Shawn Sahebi, an executive at Sorrento, that would have funded Sorrento's reorganization with no dilution, simply deferring less than $4 million of professional fees (which were over $50 million at the time).

131. Despite all the above, none of which was properly analyzed and considered in the proceedings in the Bankruptcy Court and were based upon the statements in declarations of Meghji and the motion of Jackson Walker, the

Bankruptcy Court approved the sale of assets at a price that was a fraction of their fair market value.

H. After the Illicit Romantic Relationship Became Publicly Known, the Bankruptcy Court Refused to Transfer or Dismiss the Sorrento Bankruptcy Upon Motion of the U.S. Trustee

132. After Chief Judge Jones' improper romantic relationship with Freeman became public, he resigned from the bench on October 16, 2023, to avoid further investigation into his wrongdoing.

133. This resignation had followed a formal inquiry by Chief Judge Priscilla Richman of the United States Court of Appeals for the Fifth Circuit that had begun shortly before the resignation, in which it was concluded that "there [was] probable cause to believe that misconduct by [Chief Judge Jones] has occurred" in the Chapter 11 cases he presided over due to the undisclosed romantic relationship.

134. Despite this finding of the Fifth Circuit, the Bankruptcy Court assigned the Sorrento bankruptcy to Judge Lopez (who was also honored at the party in New York City hosted by Meghji in April 2022), and the Bankruptcy Court approved the proposed reorganization of Sorrento on November 30, 2023, which plan became effective on April 10, 2024.

135. Moreover, after the illicit romantic relationship became public and facts were uncovered about the manufactured venue created for the Sorrento bankruptcy, the U.S. Bankruptcy Trustee for the Bankruptcy Court filed a motion stating that the Bankruptcy Court had two options for the Sorrento bankruptcy: dismissal or transfer.

136. This motion was denied by Judge Lopez after conducting a hearing on March 11, 2024, at which Meghji was a critical witness.

137. At no time before or during the hearing did Judge Lopez disclose that he had been honored (together with the now discredited Chief Judge Jones) at a lavish party hosted by Meghji in New York City in April 2022.

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138. In addition, when an Equity Committee member asked Ji questions about the effect of the newly disclosed romantic relationship between Chief Judge Jones and Freeman in November 2023, Ji threatened immediate negative consequences to anyone raising such issues because Meghji had stated that any investigation would be quashed before it began and that the Sorrento bankruptcy would be immediately converted to a Chapter 7 liquidation.

139. In October/November 2023, Meghji also terminated Czerepak as Sorrento's CFO, which removed Sorrento's ability to file the necessary filings with the SEC to preserve Sorrento's public company status.

140. Czerepak's termination was also contrary to representations made by Ji, Meghji and their bankruptcy lawyers about reorganizing "strategically" and to "quickly" exit with "equity intact."

141. In fact, the termination of Czerepak as CFO limited the way Sorrento could be reorganized. Czerepak's duties as CFO included maintaining Sorrento's status as a publicly traded company with the SEC, and her termination caused Sorrento's status to lapse, forcing Sorrento to transfer to the OTC Expert Market, a designation that limits potential purchasers to institutions and accredited investors. Czerepak's termination, therefore, directly resulted in further devaluation of Sorrento's assets (to a fraction of one penny).

142. The Liquidation Trustee appointed by the Bankruptcy Court has also attempted to justify the refusal of the Bankruptcy Court to transfer the case to another bankruptcy court, stating "[i]f the case were moved to another jurisdiction , there would not have been time or funding to maintain the operations necessary to support the sale."

143. While the U.S. Bankruptcy Trustee's efforts to seek dismissal or transfer of the Sorrento bankruptcies proved to be futile, Defendants Meghji, M3, Ji and Jackson Walker, did not receive a general release from personal liability arising from

actions they took during the bankruptcy proceedings if their acts involved willful misconduct, gross negligence, criminal conduct or fraud.

144. When Meghji filed a Declaration in Support of Debtors' Chapter 11 Plan, which culminated in the sale of assets at a fire sale price on March 8, 2024, he expressly referenced this carve-out from future liability, ostensibly to avoid further inquiry into the effect the conflicts of interest identified herein had on the bankruptcy proceedings.

145. Thus, because of the carve-out provision, the bringing of litigation against Defendants Ji, Meghji, M3 and Jackson Walker by Plaintiffs in this action was not precluded when the fire sale price for the Sorrento assets was approved by the Bankruptcy Court in March 2024.

146. Moreover, the Liquidating Trustee appointed by the Bankruptcy Court has rejected requests made by Plaintiffs to file litigation against the Defendants named in this case, offering a myriad of excuses, which indicates an abandonment of the claims.

II. CLAIMS FOR RELIEF

Count I

Racketeering Influenced Corrupt Organizations Act ("RICO")

18 U.S.C. § 1962(c)

(Against RICO Defendants Ji, M3, Meghji and Jackson Walker)

147. Plaintiff restates and realleges paragraphs 1 through 146 of this Complaint as if fully set forth herein.

148. Defendants Ji, M3, Meghji and Jackson Walker (collectively, "RICO Defendants") are each a "person" capable of holding legal or beneficial interest in property within the meaning of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1961(3).

149. Defendants each violated 18 U.S.C. § 1962(c) by their respective acts, described in the prior paragraphs and as further described below.

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150. Defendants each had the specific intent to violate 18 U.S.C. § 1962(c) and to commit each underlying predicate act alleged below.

151. Defendants each committed at least two predicate acts of racketeering, as more specifically alleged herein.

152. The acts of racketeering were not isolated; rather, they were related in that they had the same or similar purpose and result, participants, victims, or method of commission.

153. Further, the acts of racketeering have been continuous, spanning the period from at least as early as the first quarter of 2022 and continuing into 2025.

A. The RICO Enterprises

154. There are at least three RICO enterprises involved in the present action within the meaning of 18 U.S.C. § 1961(4) that was engaged in and affecting interstate commerce.

155. First, Sorrento, both before and after the Petition Date, until March 2024, was a corporation and is therefore an "enterprise."

156. Second, and alternatively, the Bankruptcy Court constitutes an "enterprise" within the meaning of 18 U.S.C. § 1961(4) that was engaged in and affecting interstate commerce for a common and continuing purpose of providing a fraudulent forum for mega corporate reorganizations.

157. Third, and alternatively, Jackson Walker and the Bankruptcy Court formed an association-in-fact enterprise engaged in and affecting interstate commerce for a common and continuing purpose of taking control of debtors in mega bankruptcies (including Sorrento) and orchestrating asset sales at prices that were a fraction of their fair market value.

158. At all relevant times, there existed one or more enterprises within the meaning of 18 U.S.C. § 1964(4) (hereafter referred to as the "RICO Enterprise").

159. At all relevant times, the RICO Defendants were employed by or associated with each RICO Enterprise, and the RICO Defendants each conducted or

participated, directly or indirectly, in the conduct of a RICO Enterprise's affairs through a pattern of racketeering activity as alleged herein.

160. Each RICO Enterprise has an ascertainable structure separate and apart from the pattern of racketeering activity in which the Defendants engaged.

161. The Defendants are central and controlling persons conducting the affairs of each RICO Enterprise and have directed others to take actions necessary to accomplish the overall aims of each RICO Enterprise.

B. The Pattern of Racketeering Activity

162. The repeated and continuous violations of federal criminal law alleged in this Complaint constitute a "pattern of racketeering activity" in violation of RICO, 18 U.S.C. § 1961, *et seq.*

163. The Defendants conducted or participated, directly or indirectly, in the conduct of each RICO Enterprise's affairs through a pattern of racketeering activity, as defined by 18 U.S.C. § 1961(1) and (5), consisting of multiple acts of racketeering that are interrelated, not isolated, and perpetrated for the same or similar purposes by the same persons (the "RICO Pattern").

1. Mail and Wire Fraud, 18 U.S.C. §§ 1341, 1343

164. Defendants carried out a fraudulent scheme using the mail and wires on numerous occasions in violation of 18 U.S.C. § 1341 and § 1343, and the fraudulent scheme included depriving Plaintiffs of their right to participate in fair and noncorrupted bankruptcy proceedings and the right to object to the fraudulent sale of valuable assets in conflicted transactions.

165. In furtherance of their fraudulent scheme, Defendants continually used the Internet, telephone, U.S. Mail, and other interstate commercial carriers, including as follows:

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- In April 2022, Meghji and M3 distributed by U.S. Mail and by email invitations to a private party at a swanky New York restaurant, Le Bernardin, touting that Chief Judge Jones and Judge Lopez would be guests of honor.
- Three days before the Petition Date, on February 10, 2023, Ji caused Sorrento to wire $60,000 to a newly opened Signature Bank checking account in the name of Sorrento's inactive Scintilla subsidiary.
- On February 11, 2023, a Jackson Walker lawyer rented a mailbox (the "UPS Mailbox") on Scintilla's behalf at a UPS Store located at 7 Switchbud Place, The Woodlands, Texas, which was used to receive mail.
- Also on February 11, 2023, a Zoom meeting was held between various attorneys (including Jackson Walker), Meghji, M3, Czerepak and Ji.
- The bankruptcies were filed on February 13, 2023, using the electronic filing system provided by the Bankruptcy Court.
- Telephone calls and emails were continuously made and received by Defendants throughout the bankruptcy proceedings on the dates listed in the Bankruptcy Court docket for the Sorrento bankruptcies for a period spanning February 2023 through 2025.
- In March 2023, Meghji directed M3 and counsel to send emails to the United States Trustee to provide requested information about the Debtors' bank accounts and other information relating to the initial Debtor interview, and emails were sent on March 12, 2023.

- The wires were used to circulate by email and to file with the Bankruptcy Court the Asset Purchase Agreement dated March 8, 2024, which sale was approved by the Bankruptcy Court on the same date, under which assets were sold at greatly discounted prices ($15.5 million, including outstanding DIP loan and $5 promissory note).
- The RICO Defendants utilized the wires to facilitate Judge Lopez's Order dated March 11, 2024, denying the United States Trustee's Motion to Dismiss or Transfer, thereby keeping the bankruptcy proceedings in the Bankruptcy Court.
- Ji or his agents used the mails and wires in furtherance of transactions and events he described during a recorded telephone call on March 22, 2024, which related to his admitted control of the sale of Sorrento's assets:

> "During the bankruptcy, I helped, you know, identify most of the asset deals. And if we're just listing some of the stuff that, as you know, the Scilex shares was overbid by Scilex, and we provided from the Scilex side the $20 million sub-DIP. And the major sales are probably Yuhan and the Yuhan that deal was brought in by me and negotiated by the CRO…. I identified all of the deals, some of them executed and some of them not. Cellularity the CEO is a very good friend of mine and I facilitated the sale."

2. Bankruptcy Fraud

166. RICO Defendants have committed multiple instances of bankruptcy fraud in violation of 18 U.S.C. § 152(2), 152(3) and 152(6), each of which also constitutes racketeering activity within the meaning of 18 U.S.C. § 1961(1).

167. Under 18 U.S.C. § 152(2), a defendant commits bankruptcy fraud if he or she "knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11."

168. Before October 2023, RICO Defendants committed acts of bankruptcy fraud on multiple occasions by knowingly and fraudulently declaring that they were not "interested parties" in cases before the Bankruptcy Court.

169. For example, Jackson Walker submitted on March 15, 2023, declarations of disinterestedness in the Sorrento bankruptcy, stating it was a disinterested party. Jackson Walker not only failed to disclose the unethical romantic relationship between Chief Judge Jones and Freeman, but in fact affirmatively represented the absence of any conflict of interest with respect to bankruptcy judges in the Bankruptcy Court.

170. The RICO Defendants also committed acts of bankruptcy fraud by continuing to file or authorize the filings of other pleadings and documents, without disclosing the improper romantic relationship and the fraud that was being perpetrated by the RICO Defendants before the relationship became known on October 2023.

171. Under 18 U.S.C. § 152(3), a defendant commits bankruptcy fraud if he or she "knowingly and fraudulently makes a false declaration, certificate, verification or statement under penalty of perjury . . . in or in relation to any case under Title 11."

172. Each RICO Defendant engaged in predicate acts of bankruptcy fraud and conducted the affairs of a RICO enterprise as alleged and the filings in the corrupted

Bankruptcy Court caused the fraudulent looting of valuable assets for the benefit of Ji and the payment of exorbitant compensation and fees to the RICO Defendants.

173. Each RICO Defendant committed acts of bankruptcy fraud by explicitly or implicitly representing or acknowledging that Jackson Walker, Ji, Meghji and M3 were disinterested parties despite knowledge of the unethical romantic relationship between Chief Judge Jones and Freeman and the failure to remedy the disastrous effect the bankruptcy fraud had on the proceedings conducted in the tainted Bankruptcy Court and that the entire Sorrento bankruptcy proceedings were fraudulent, causing direct injury to Plaintiffs.

174. Under 18 U.S.C. § 152(6), a defendant commits bankruptcy fraud if he or she "knowingly and fraudulently gives, offers, receives, or attempts to obtain any money or property, remuneration, compensation, reward, advantage, or promise thereof for acting or forbearing to act in any cause under title 11."

175. The RICO Defendants committed or participated in acts of bankruptcy fraud knowing Jackson Walker would receive favorable treatment for Ji in the Bankruptcy Court while they continued to conceal the intimate relationship between Chief Judge Jones and Freeman, and Meghji and M3's hosting the expensive event honoring Chief Judge Jones and Judge Lopez held in April 2022. *See* 11 U.S.C. § 327, 328; Fed. R. Bankr. P. 5002.

C. Predicate Acts and Pattern of Racketeering Caused Injuries.

176. As described herein, the RICO Defendants' commission of RICO predicate acts and the pattern of racketeering was the substantial and proximate cause of injury and damage to Plaintiffs.

177. Further, because RICO Defendants' conduct targeted the federal judiciary and the bankruptcy process in particular, the judiciary's responsibility to maintain and preserve the integrity of the bankruptcy process lessens Plaintiffs' burden to show a direct injury. The RICO Defendants' commission of the predicate acts and the pattern of racketeering deprived Plaintiffs of their right to have their

financial interests litigated or otherwise considered in a fair and impartial bankruptcy forum.

178. As a proximate result of the predicate acts and pattern of racketeering activity alleged herein, including all filings and use of the mails and wires in the Sorrento bankruptcy proceedings held in the corrupted Bankruptcy Court, Plaintiffs have suffered direct damages in an amount to be determined by a jury.

179. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages plus costs and attorneys' fees from the RICO Defendants.

COUNT II

Conspiracy to Violate RICO, 18 U.S.C. § 1962(d)

(Against RICO Defendants Ji, M3, Meghji and Jackson Walker)

180. Plaintiffs restate and re-allege paragraphs 1 through 179 of this Complaint as if fully set forth herein

181. The RICO Defendants have unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate 18 U.S.C. § 1962(c) as described above, in violation of 18 U.S.C. § 1962(d).

182. The RICO Defendants knew that they were engaged in a conspiracy to commit the predicate acts of mail and wire fraud and of bankruptcy fraud, and the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity.

183. Each RICO Defendant agreed to conduct or participate, directly or indirectly, in the conduct, management, or operation of each RICO Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

184. As a direct and proximate result of RICO Defendants' conspiracy to violate 18 U.S.C. § 1962(d) and the overt acts taken in furtherance of that conspiracy, Plaintiffs have been damaged in their business and property in an amount to be determined at trial.

185. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages plus costs and attorneys' fees from the RICO Defendants.

COUNT III

Breach of Fiduciary Duty

(Against Defendant Ji as de facto controlling shareholder, Chairman of the Board and Chief Executive Officer)

186. Plaintiffs restate and re-allege paragraphs 1 through 146 of this Complaint as if fully set forth herein.

187. At all relevant times, Ji exercised dominion and ultimate total control over Sorrento and its subsidiaries.

188. As de facto controlling shareholder, Chairman of the Board of Directors, and Chief Executive Officer of Sorrento, Ji owed fiduciary duties of due care and loyalty to Plaintiffs and was required to discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner, he reasonably believed to be in the best interests of Plaintiffs.

189. Ji violated the fiduciary duties of care, loyalty, candor, good faith and independence owed to Plaintiffs and has acted to put his personal interests ahead of the interests of Sorrento's noncontrolling shareholders.

190. Ji breached his fiduciary duties as director, officer, or person in control of Sorrento by, among other things, (a) directing the Debtors and their directors and officers in a manner detrimental to Sorrento's noncontrolling shareholders, in violation of his duties of due care, loyalty, and good faith, (b) directing the Debtors and their officers to use corporate assets to acquire properties for his personal benefit, in violation of his duties of due care, loyalty, and good faith; (c) orchestrating the diversion of Sorrento's assets to Ji or entities owned or controlled by Ji in violation of his duties of due care, loyalty, and good faith;

(4) entering into purchase transactions without regard to the fairness of the transactions to the injury to Plaintiffs.

191. Ji's breaches of fiduciary duty, including his breaches of due care, loyalty, and good faith, proximately caused Plaintiffs to suffer injury, in an amount to be determined at trial.

COUNT IV

Aiding and Abetting Breach of Fiduciary Duty

(Against Defendants M3, Meghji , Jackson Walker, Vivasor, Scilex and Semnur)

192. Plaintiffs restate and reallege paragraphs 1 through 144 and 186 through 189 of this Complaint as though fully set forth herein.

193. Defendants M3, Meghji and Jackson Walker knew that Ji owed fiduciary duties as de facto controlling shareholder, Chief Executive Officer and Chairman of the Board of Sorrento.

194. Defendants M3, Meghji and Jackson Walker knowingly substantially assisted Ji in violating his fiduciary duties by taking the actions described herein.

195. As set forth herein, Defendants M3, Meghji ,Jackson Walker, Vivasor, Scilex, and Semnur engaged in substantially assisting Ji in violating his fiduciary duties to advance their own financial and personal interests.

196. As a direct and proximate result of Ji's breach of fiduciary duty and Defendants M3, Meghji and Jackson Walker's aiding and abetting of such breach, Plaintiffs have suffered damages in an amount to be determined at trial.

COUNT V

Violation of California Penal Code Section 496

(Against Defendants Ji, M3, Meghji, Vivasor, Scilex and Semnur)

197. Plaintiffs restate and re-allege paragraphs 1 through 183 of this Complaint as if fully set forth herein.

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198. Penal Code Section 496(a) provides that "[e]very person who buys or receives any property that has been stolen or that has been obtained in any manner constituting theft or extortion, knowing the property to be stolen or obtained, or who conceals, sells, withholds, or aids on concealing, selling, or withholding any property from the owner, knowing the property to be so stolen or obtained, shall be punished by imprisonment in a state prison, or in a county jail for not more than one year."

199. A criminal conviction under Penal Code Section 496(a) is not a prerequisite to recovery of treble damages under Section 496(e). The phrase "any manner constituting theft" under Section 496(a) includes theft by fraudulently appropriating property, false pretense, and other statutorily enumerated bases.

200. As of the date of the filing of this Complaint, Defendants Ji, Scilex, and/or Semnur are illegally in possession of an amount to be determined by a jury due to Defendants' fraudulent concealment. In so doing, the Defendants Ji, Scilex, and/or Semnur knowingly received and concealed Plaintiffs' property. Further, Defendants Ji, Scilex, and/or Semnur acted with careful planning and deliberation reflecting the requisite criminal intent.

201. As a direct, foreseeable, and proximate result of the violation of Penal Code Section 496(a) by said Defendants, Plaintiffs have suffered damages in an amount to be proven at trial. Additionally, as a result of the acts of said Defendants, Plaintiffs were forced to retain legal counsel and have incurred legal fees and costs.

202. Pursuant to Penal Code Section 496(c), Plaintiffs bring this action and seek three times the amount of actual damages, interest and all reasonable attorneys' fees.

COUNT VI

Breach of Fiduciary Duty

(Against Individual Directors)

203. Plaintiffs restate and re-allege paragraphs 1 through 146 of this Complaint as if fully set forth herein.

204. As directors of Sorrento, the Individual Directors owed fiduciary duties to Sorrento and to its noncontrolling shareholders, including Plaintiffs.

205. The Individual Directors were all beholden to Ji and failed to conduct oversight of Ji when he committed the actions that resulted in the filing of the bankruptcies in the Bankruptcy Court in a forum that had no connection with the business of Sorrento, approving the distribution of the Scilex shares immediately before the Petition Date when they knew the bankruptcy filings would immediately follow, knowing or should have known that Scilex's payment of its $290 million receivable would have obviated any need to file for bankruptcy, and allowing Ji, Meghji and M3 to continue unchecked when they conducted the affairs of Sorrento after the filing of the bankruptcies, when it was obvious that the results achieved in the bankruptcies were disastrous to Plaintiffs, who were noncontrolling shareholders.

206. Moreover, the Individual Directors breached their fiduciary duties before bankruptcy was filed by Sorrento by, among other things:

- Approving a Debt Exchange Agreement pursuant to which Sorrento contributed indebtedness to Scilex (approximately $290 million) in exchange for preferred shares of Scilex with a liquidation preference, payable only in certain circumstances.
- Approving Sorrento's unconditional and irrevocable guarantee, on a senior unsecured basis, to Scilex's heavily discounted offering of its note, causing Sorrento to make at least $91.4 million in cash payments to Scilex between February and September 2022.
- Approving the acquisition of a 50% equity interest in Cytimm Therapeutics, Inc. for $2.5 million. At the time of the investment, Ji was the chairperson of Cytimm's board. As part of the acquisition, Cytimm offered to make Ji CEO of Cytimm and offered him 10% equity in Cytimm.

- Approving the acquisitions of Aardvark Therapeutics, Inc., Deverra Therapeutics, Inc., Zhengzhou Fortune Bioscience Co., ACEA Therapeutics, Inc., and Virex Health, Inc., all of which had or resulted in clear conflicts of interest and ultimately benefitted Ji.
- Approving a $10 million investment in Elsie Biotechnologies, Inc. in 2021 for ten million preferred shares, resulting in Ji being appointed to the board of Elsie. Sorrento wrote down its entire $10 million investment in Elsie in 2022, one year after the investment.

207. The above breaches of fiduciary duty were part of the overall conspiracy to position Sorrento for a fraudulent bankruptcy with the goal of funneling all assets to Ji and Vivasor, to the detriment and harm of Plaintiffs.

208. The Individual Directors further breached these fiduciary duties by, among other things, engaging in the conspiracy with Jackson Walker, Ji, Meghji, and M3 to put Sorrento into a fraudulent bankruptcy in Texas in order to allow Ji and Vivasor to "purchase" the Sorrento assets at fire sale prices for their own benefit and to the direct injury and detriment of Plaintiffs.

209. The Individual Directors have engaged in conscious wrongdoing in approving unfair self-dealing transactions as alleged herein and thus breached their duties to Plaintiffs by failing to prevent the harm incurred by Plaintiffs.

210. As a result of the Individual Directors' breaches of their fiduciary duties to Plaintiffs, Plaintiffs have been damaged in an amount to be determined at trial.

III. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs' seek a judgment against Defendants awarding the following relief: For an award of general damages in the amount to be determined at trial and estimated to be at least $100 million, treble damages pursuant to 18 U.S.C. § 1964(c) and California Penal Code Section 496, disgorgement of monies

wrongfully received by Defendants as a result of their wrongful conduct toward Plaintiffs, punitive damages, attorneys' fees, and costs, and for such other relief as the Court deems just and equitable.

Dated: April 3, 2026

KUTAK ROCK LLP

By: */s/ Bradley P. Boyer*
Bradley P. Boyer
Attorneys for Plaintiffs
ETHAN MEVI, ENRIQUE CURBELLO, BRUCE BRADLEY, MICHAEL BROOME, CYNTHIA BROOME, ALADDIN ASFOUR, KYLE HODES, JENNIFER HODES, ALEXANDER ESPALIN, MOAYAD ALTAHHAN, SHAWN FRANZ, LEO KISHKO, and AC CHOUDHURY

DEMAND FOR JURY

Plaintiffs hereby demand a jury trial as provided by Rules 38(a) and 38(b) of the Federal Rules of Civil Procedure and Civil Local Rule 38.1.

Dated: April 3, 2026

KUTAK ROCK LLP

By: */s/ Bradley P. Boyer*
Bradley P. Boyer
Attorneys for Plaintiffs
ETHAN MEVI, ENRIQUE CURBELLO, BRUCE BRADLEY, MICHAEL BROOME, CYNTHIA BROOME, ALADDIN ASFOUR, KYLE HODES, JENNIFER HODES, ALEXANDER ESPALIN, MOAYAD ALTAHHAN, SHAWN FRANZ, LEO KISHKO, and AC CHOUDHURY

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS, ETHAN MEVI, an individual, ENRIQUE CURBELLO, an individual, BRUCE BRADLEY, an individual, MICHAEL BROOME, an individual, CYNTHIA BROOME, an individual, ALADDIN ASFOUR, an individual, KYLE HODES, an individual, JENNIFER HODES, an individual, ALEXANDER ESPALIN, an individual, MOAYAD ALTAHHAN, an individual, SHAWN FRANZ, an individual, LEO KISHKO, an individual,; and AC CHOUDHURY, an individual

(b) County of Residence of First Listed Plaintiff Alameda, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Bradley P. Boyer (SBN 179430); KUTAK ROCK LLP, Tel: 213.312.4000
777 S. Figueroa Street, Suite 4550, Los Angeles, CA 90017

DEFENDANTS, HENRY JI, an individual, M3 ADVISORY PARTNERS, L.P., a Delaware limited partnership, MOHSIN MEGHJI, an individual, JACKSON WALKER LLP, a limited liability partnership, DORMAN FOLLOWWILL, an individual, KIM D. JANDA, an individual, DAVID LEMUS, an individual, TAMMY REILLY, an individual, JAISIM SHAH, an individual, and YUE ALEXANDER WU, an individual; Scilex Holding Company, a corporation; and Semnur Pharmaceuticals, Inc., a corporation.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

'26CV2113 DMS DEB

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent – Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☒ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding | ☐ 2 Removed from State Court | ☐ 3 Remanded from Appellate Court | ☐ 4 Reinstated or Reopened | ☐ 5 Transferred from Another District *(specify)* | ☐ 6 Multidistrict Litigation - Transfer | ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
18 U.S.C. § 1962(C), (D)

Brief description of cause:
Violations of Racketeering Influenced Corrupt Organizations Act ("RICO") 18 U.S.C. § 1962(C)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ In excess of $100 million

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
April 3, 2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ *Bradley P. Boyer*

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Exhibit 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON

DAVID WEINHOFFER, in his capacity as Liquidating Trustee of the Sorrento Therapeutics, Inc. et al., Liquidating Trust, Plaintiff, v. HENRY JI, DORMAN FOLLOWWILL, KIM JANDA, DAVID LEMUS, TAMMY REILLY, JAISIM SHAH, YUE WU, ELIZABETH CZEREPAK, and LIANG ZHAO, Defendants.	Chapter 11 Case No. 23-90085 Jointly Administered Adv. Proceeding No. _____

LIQUIDATING TRUSTEE'S ORIGINAL COMPLAINT

David Weinhoffer, in his capacity as the Liquidating Trustee of the Sorrento Therapeutics, Inc. et al., Liquidating Trust ("Trustee"), hereby files this complaint ("Complaint") against Henry Ji, Liang Zhao, Elizabeth Czerepak, Yue Wu, Jaisim Shah, Tammy Reilly, David Lemus, Kim Janda, and Dorman Followwill, Sorrento's Board of Directors and Officers, ("Defendants"). In support of this Complaint, the Trustee alleges that:

NATURE OF THE ACTION

1. This case arises from the duplicitous transfer of roughly half the value of Sorrento Therapeutics, Inc. ("Sorrento" or "the Company") in a one-time, extraordinary, and gratuitous dividend ("Dividend") to Sorrento's shareholders only one month before Sorrento filed voluntary petitions for Chapter 11 relief.

2. Defendants are Sorrento's fiduciaries: the Directors and Officers who designed, proposed, approved, and implemented the Dividend, notwithstanding their first-hand knowledge that Sorrento suffered from: (1) a lack of internal financial, conflict, or transaction controls; (2)

mounting losses; (3) an expensive, poorly performing, delayed, and unsustainable pharmaceutical product pipeline; (4) evaporating financing options; and (5) perhaps most egregiously, an adverse $173 million arbitration award (the "Nant Arbitration Award") against Sorrento just before the Dividend that, once enforced, manifested an existential threat to the Company. Sorrento's demise was led by Henry Ji, the Chief Executive Officer of Sorrento and Chairman of its Board of Directors, who was the mastermind and domineering force in the decision-making. The Defendants enabled Ji's irrational directives and conduct and failed to implement controls, to the detriment of all Sorrento stakeholders.

3. Given Sorrento's mounting losses and chronic underperformance, there was no rational basis for Sorrento's fiduciaries to approve and implement the Dividend. Their failure to reconsider the Dividend once the Nant Arbitration Award was issued defies logic. From Sorrento's inception until January 2023, it had never issued a dividend. From fiscal year 2020 forward, its auditors had issued going concern warnings that the company might not survive. Then, in the span of just over two months, Sorrento was hit with the Nant Arbitration Award, issued its first and only Dividend comprising half of Sorrento's value when it was unable to pay its debts as they came due, and abruptly filed for relief under chapter 11 of title 11 of the United States Code.

4. Sorrento's fiduciaries knew that the company lacked any effective controls over its financial and transactional decision-making. Since its inception, Sorrento's primary methods of generating revenue were: (1) acquiring and merging with other companies in the pharmaceutical industry, (2) using those acquisitions to inflate its own stock price, and (3) selling its stock through at-the-market ("ATM") offerings. At no point during any of Sorrento's acquisitions—dating from 2015 to 2022—did it have adequate controls to prevent conflicts of interest between the leadership of Sorrento and its target companies or to ensure an adequate business justification for the

acquisitions. Indeed, its *own* management flagged Sorrento's lack of controls to its external auditors on multiple occasions. And, though its auditors warned that Sorrento's lack of controls was a material risk to the company, Sorrento's fiduciaries never took action to prevent the company's ruin. Indeed, its own Chief Financial Officer, hired as a face-saver to satisfy Sorrento's auditors, was often kept in the dark with regard to the extent of the material risks that Sorrento's fiduciaries knew it faced.[1]

5. Sorrento's fiduciaries knew that Sorrento was never profitable and could not sustain itself based on its operational cash flows. It had, for years, financed its operations through the ATM sale of its own stock because its leadership knew that it had no prospect of profitability. But, in the year leading to the Dividend and eventual bankruptcy, even its ATM financing was insufficient to prop up its operations. Sorrento's cash was diminishing, and its need for cash to sustain its operations was growing, so it undertook short-term bridge loans. But, because it had no plan or sustainable business model, simply taking out more debt was not enough to turn around its business. It had to resort to more ATM funding just to stay current on its bridge loans. This was unsustainable; as the going concern warnings of its external auditor made clear: Sorrento's ability to continue to operate was in significant doubt.

6. At the time of the Dividend, Sorrento was insolvent, unable to pay its debts as they became due, and inadequately capitalized. Between September 2022 and the January 2023 dividend date, several events adversely impacted Sorrento's liquidity, accelerating Sorrento's demise into bankruptcy:

[1] Indeed, even though she served as the Chief Business Officer and Executive Vice President of Sorrento from May 18, 2022 to November 3, 2023, Defendant Czerepak was not informed of Sorrento's imminent bankruptcy filing until immediately before the filing.

a. In connection with the Scilex Merger, Sorrento agreed to exchange all of Scilex's outstanding indebtedness owed to Sorrento (approximately $290.5 million) for preferred shares in the new Scilex entity.[2]

b. Sorrento raised significantly less in proceeds of equity offerings in the fourth quarter of 2022 than it had on average in the previous three quarters.[3]

c. Sorrento received the adverse Nant Arbitration Award, requiring it to pay approximately $173.5 million, plus post-award, pre-judgment interest, to NantCell, Inc. and Immunotherapy NANTibody LLC.[4]

d. Sorrento also was awarded an arbitration award in the amount of $125 million against NantPharma, LLC, but the ability to collect that judgment was doubtful.[5]

e. Sorrento elected to repay $36 million due under a bridge loan early, in the fourth quarter of 2022, although the loan did not mature until January 31, 2023.[6]

f. Sorrento was operating under a going concern warning from its auditors, acknowledged by management in its public filings.[7]

7. Sorrento's fiduciaries had actual knowledge of the foregoing and, despite knowing that Sorrento faced imminent material risks to its financial stability, nevertheless approved the Dividend and failed to reconsider it prior to closing. Contrary to the exercise of sound business judgment, after the Nant Arbitration Award, rather than preserving the company's limited assets

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[2] Current Report (SEC Form 8-K), Scilex Holding Company (Nov. 10, 2022) at 1. Scilex issued 29,057,097 preferred shares to Sorrento in exchange for and satisfaction of Scilex's outstanding indebtedness to Sorrento at the time the merger closed, approximately $290.5 million. *Id.*

[3] *Compare* Annual Report (SEC Form 10-K), Sorrento Therapeutics, Inc. (March 15, 2023) at F-88 *with* Quarterly Report (SEC Form 10-Q), Sorrento Therapeutics, Inc. (Nov. 8, 2022) at F-30. During the nine months ended September 30, 2022, Sorrento sold shares of common stock for aggregate net proceeds averaging approximately $113 million per quarter. During the final quarter of 2022, Sorrento sold shares of common stock for aggregate net proceeds of approximately $62 million.

[4] *See* Current Report (SEC Form 8-K), Sorrento Therapeutics, Inc. (Dec. 5, 2022) at 1.

[5] *See* Current Report (SEC Form 8-K), Sorrento Therapeutics, Inc. (Dec. 21, 2022) at 1.

[6] *See* Annual Report (SEC Form 10-K), Sorrento Therapeutics, Inc. (March 16, 2023) at F-30.

[7] *See, e.g.*, Annual Report (SEC Form 10-K), Sorrento Therapeutics, Inc. (March 11, 2022) at F-3 (going concern language in audit opinion for 2021 10-K); Quarterly Report (SEC Form 10-Q), Sorrento Therapeutics, Inc. (Nov. 8, 2022) at 9 ("management has concluded that the aforementioned conditions, among others, raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued").

for the benefit of Sorrento and its creditors, Ji instead "expedited" the Dividend in conscious disregard of the known material risks.

8. There was no business justification for Sorrento to issue the Dividend, which transferred a significant portion of the Company's most significant assets—its equity interest in Scilex Holding Company ("Scilex")—out of the Company and to Sorrento's shareholders, for no consideration. Spiraling toward bankruptcy, Sorrento's lack of capital, diminished value, and inability to obtain financing was swept under the rug, just so Ji and his fellow Defendants could participate in the first dividend in the Company's history.

9. Prior to the Dividend, Sorrento held an approximately 96% ownership interest in Scilex. The Dividend transferred approximately 48% of Sorrento's ownership interest in Scilex (76 million common shares) to Sorrento's shareholders. The timing of the transfer had no purpose other than to place the shares outside of the reach of Sorrento's creditors. At the time of the Dividend, the shares were subject to a transfer restriction—so neither Sorrento nor its shareholders could trade them for months.

10. The Dividend was gratuitous and provided no value to Sorrento, as Sorrento received nothing in return. It instantaneously siphoned off half of the Company's value, and the Company received nothing. While the shareholders profited, Sorrento and its creditors were harmed.

11. As shareholders, the Defendants engineered a personal benefit from the Dividend at the direct expense of the Company and its creditors. Even more, however, each of the Defendants except for Janda was conflicted because they simultaneously held positions at Scilex. Defendants were on each side of the transfer because, in distributing a material portion of the shares, Defendants freed Scilex from Sorrento's 99.7% control and thereby the risks imposed by

Sorrento's Nant Arbitration Award obligation. Despite these conflicts, Defendants—in addition to their on-going failure to implement controls and monitor Sorrento's operations—failed to cleanse their decision-making through the appointment of a non-conflicted special committee or any other mechanism to ensure that Sorrento's interests were prioritized. Tellingly, they did not even ensure that their advisors were conflict free, relying on Scilex's counsel to advise Sorrento's board about the issuance of a dividend of Scilex's stock. Rather than use the value transferred in the Dividend to secure Sorrento's future and prevent further harm to its creditors, Defendants acted for their own conflicted benefit.

12. Through the bankruptcy process, the real impact of Defendants' failures became clear. Subsequent investigation revealed that Sorrento's assets were overstated and liabilities were understated. Its controls over financial accounting and projections were wholly absent. Its ability to monetize its drug pipeline was illusory and based on flawed and aggressive assumptions. Assets that were inflating Sorrento's books had little marketable value. And Ji's self-dealing transactions were uncovered as wasteful expenditures. The other Defendants enabled Ji's self-motivated and irrational decisions rather than (i) ensuring effective controls and processes; (ii) making an informed decision about Sorrento's prospects; (iii) reconsidering the Dividend in light of Sorrento's diminishing prospects and massive liabilities under the Nant Arbitration Award, and (iv) taking the interests of Sorrento's creditors into account. The other Defendants abdicated their fiduciary duties by doing Ji's bidding.

13. Accordingly, the Trustee seeks to recover the damages caused by Defendants' breaches of fiduciary duties, including but not limited to, the value of the Dividend, the Company's lost enterprise value, the decrease in the Company's assets, the losses arising from Defendants' failure to exercise appropriate control over Sorrento's cash and financial systems, the expenses

arising from the foreseeable bankruptcy of Sorrento, and all other losses suffered by the Company as a result of those breaches.

PARTIES

14. Plaintiff David Weinhoffer is the Liquidating Trustee of the Sorrento Therapeutics, Inc. et al., Liquidating Trust ("Trust"). The Trust was established pursuant to the Plan and Confirmation Order in *In re Sorrento Therapeutics, et al.*, Case No. 23-90085 (CML), pending before the Honorable United States Bankruptcy Judge Chris Lopez of the United States Bankruptcy Court for the Southern District of Texas. The Trustee was appointed pursuant to the Liquidating Trust Agreement.

15. Defendant Henry Ji was the Chief Executive Officer and Chairman of the Board of Directors for Sorrento at all times relevant to this action. He was also Chairman of the Board of Directors at Scilex at all times relevant to this action. Ji may be served at 77 Charlton Street, Apt. N3C, New York, NY 10014.

16. Defendant Elizabeth Czerepak was the Executive Vice President and Chief Financial Officer for Sorrento. She was also Executive Vice President, Chief Business and Chief Financial Officer of Scilex beginning in May 2022 and at the time of the Dividend. Czerepak may be served at 3 Rosemaries Lane, East Hampton, NY 11937.

17. Defendant Dorman Followwill was a Member of the Board of Directors and the Lead Independent Director for Sorrento at all times relevant to this action. He was also a board member of Scilex at all times relevant to this action. Followwill may be served at 1092 Mountain Oak Place, Newbury Park, CA 91320.

18. Defendant Kim Janda was a Member of Sorrento's Board of Directors at all times relevant to this action. Janda may be served at 5787 La Jolla Corona Drive, La Jolla, CA 92037.

19. Defendant David Lemus was a Member of Sorrento's Board of Directors at all times relevant to this action. He was also a board member of Scilex at all times relevant to this action. Lemus may be served at 11004 S. Glen Road, Potomac, MD 20854.

20. Defendant Tammy Reilly was a Member of Sorrento's Board of Directors at all times relevant to this action. She was also a board member of Scilex at all times relevant to this action. Reilly may be served at 601 Biddle Street, Chesapeake City, MD 21915.

21. Defendant Jaisim Shah was a Member of Sorrento's Board of Directors at all times relevant to this action. He was also a board member, CEO, and President of Scilex at all times relevant to this action Shah may be served at 212 Monroe Drive, Mountain View, CA 94040.

22. Defendant Yue Wu was a Member of Sorrento's Board of Directors at all times relevant to this action. He was also a board member of Scilex at all times relevant to this action. Wu may be served at 1960 Noel Drive, Los Altos, CA 94024.

23. Defendant Liang Zhao was the Corporate Controller for Sorrento at all times relevant to this action. Zhao may be served at her home or business address in San Diego, CA.

JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction over this adversary proceeding, which arises in and under title 11 and relates to cases filed under title 11 pending in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), captioned *In re Sorrento Therapeutics, Inc., et al.*, Case No. 23-90085 (CML), under 28 U.S.C. §§ 157 and 1334(b).

25. Venue is proper under 28 U.S.C. § 1409.

FACTUAL BACKGROUND

The Debtors' History and Business.

26. Henry Ji founded Sorrento as the San Diego Antibody Company in 2006. In 2009, Ji reincorporated the San Diego Antibody Company as Sorrento Therapeutics, Inc., a Delaware

corporation. In 2013, Sorrento went public and was traded on the NASDAQ Stock Exchange under the ticker symbol "SRNE" until the filing of the bankruptcy petition.

27. Sorrento's ostensible business involved testing and developing drugs for the treatment of various cancers, infectious diseases, pain disorders, and autoimmune disorders, but it was never able to deliver on that mission. Rather than build a successful pipeline of pharmaceutical drugs, Ji built Sorrento on speculative and self-interested acquisitions, false hope, and unfounded promises of current capabilities and future results that it had no ability to deliver.

28. In the years heading into its bankruptcy, Sorrento grew primarily through uncontrolled mergers with, and acquisitions of interests in, other pharmaceutical companies—often companies in which Ji had a simultaneous, material interest. The expenditures associated with those endeavors, which never faced internal evaluation or neutral approval by Sorrento's fiduciaries, continually drained Sorrento of assets without returning significant (or even commensurate) value. Money went out the door, but never came back in.

29. For example, in 2015, Sorrento entered into a Stock Purchase and Sale Agreement with Nantpharma, LLC, to pursue a joint venture in development and marketing of certain drugs with entities associated with Nantpharma, LLC (the "Nant Entities"). As described below, in the ensuing years, Sorrento's activities and failures related to this joint venture ultimately doomed the company to bankruptcy when the risk of a devastating, adverse arbitration award—a risk Sorrento's fiduciaries knew about—materialized. The risky venture with the Nant Entities was emblematic of Sorrento's pattern of transferring its much needed cash to other ventures in conflicted transactions, without any controls or governance over the processes.

30. In another example, in May 2020, Sorrento's Board of Directors approved the acquisition of 50% ownership in Cytimm Therapeutics, Inc. ("Cytimm"), for $2.5 million in cash.

At the time of the acquisition, Ji was the Chairman of Cytimm's Board of Directors and on information and belief was personally offered 10% ownership of Cytimm to facilitate the acquisition.

31. Similarly, in May 2020, Sorrento entered into a licensing agreement with Pulsar Therapeutics, Inc. ("Pulsar"), under which Sorrento would license Pulsar's technology and receive a 5% ownership stake in Pulsar, in exchange for an unspecified payment in cash, one million shares of Sorrento's common stock, and other unspecified royalties and sublicense fees. At the time of the acquisition, Ji was the Chairman of Pulsar's Board of Directors and personally owned approximately 45% of Pulsar. Defendant Jaisim Shah was also a Director of Pulsar and personally owned approximately 5% of Pulsar at the time.

32. Money continued to flow out of Sorrento in the years leading into its bankruptcy. Beginning in 2021, Sorrento initiated a series of unchecked and uncontrolled investments that depleted it of its liquidity and strained its capital for no apparent gain.

33. To start, it purchased interests in Deverra Therapeutics, Inc. ("Deverra") pursuant to which Sorrento acquired nearly 20% of Deverra's common stock in exchange for $10.2 million in consideration (consisting of a cash payment of $4.1 million and cancellation of $6.1 million in debt that Deverra owed to Sorrento). As a part of this investment, Ji and Shah became board members of Deverra.

34. Also in 2021, Sorrento acquired ten million preferred shares in Elsie Biotechnologies, Inc. ("Elsie") for $10 million in cash. As a part of the acquisition, Ji was appointed to Elsie's board of directors. Sorrento wrote off its entire $10 million investment one year later.

35. In April 2021, Sorrento's Board approved a $15 million transaction with Aardvark Therapeutics, Inc. ("Aardvark"), whereby Sorrento jettisoned $15 million in much-needed cash to acquire certain of Aardvark's speculative assets and intellectual property via an asset purchase agreement.

36. Two months later, in June 2021, Sorrento merged with ACEA Therapeutics, Inc. ("ACEA"), acquiring 100% ownership of ACEA for $39.9 million.

37. In February 2022, Sorrento purchased Virex Health, Inc. for $11.4 million (consisting of $6.8 million in cash, $100,000 of transaction costs paid in cash, and just under 1.3 million shares of Sorrento's common stock, then-valued at $4.5 million).

38. In May 2022, Sorrento acquired 51% ownership of Zhengzhou Fortune Bioscience Company ("Zhengzhou") for $5 million in cash.

39. Despite Sorrento's cash-acquisition approach, it never achieved operational profitability or positive cash flows and failed to put in place governance processes and procedures to ensure the decision-making was in the Company's best interests.

Sorrento's Pipeline Was Unprofitable and Unsustainable.

40. In Sorrento's history of conflicted acquisitions, it and its subsidiaries had brought only one drug to market. This drug, ZTLido, never returned significant profits to Sorrento. ZTLido is currently marketed by Scilex. No other drug in Sorrento's developmental pipeline has approached any point at which it would yield revenue.

41. Sorrento bled money on a drug development pipeline that was never capable of profitability. Led by Ji, and without appropriate fiscal or operational discipline, controls, or management, Sorrento underestimated the cost, time, and regulatory hurdles to bring pharmaceutical drugs to market and overstated the size and share of the markets that could be achieved.

42. For example, Sorrento's most advanced candidate, *Ovydso*, was a COVID-19 therapeutic in phase III clinical trials in China. Management significantly overvalued this candidate. Chinese phase II clinical trials required multiple steps before achieving regulatory approval, yet Sorrento assumed a probability of success far above the average for Chinese drug applications. Furthermore, at the time, the Chinese market had a cheap, relatively efficacious treatment, Azvudine, and Pfizer was negotiating with the Chinese government for reduced-priced *Paxlovid*, the most efficacious treatment on the market, so management's price assumptions were unfounded. In light of the clinical phase and market competition, Sorrento dramatically overestimated the probability of success for completion of the clinical trials, the cost to obtain regulatory approval, the price it could obtain in China, and its market share in China. Sorrento also assumed that it could immediately go to market in the United States and Canada (in addition to China) based on emergency applications, achieving most of its revenue from the United States market. Such an approval would require additional expenditures, testing, and regulatory process risks that Sorrento misjudged, and there was no basis to assume it would be able to market the drug outside of China (even assuming success there). Even marginal corrections to adopt a reasonable probability of success and a price the market could support would reduce the value of *Ovydso* by hundreds of millions of dollars, not accounting for more realistic estimates of market share and costs to bring the drug to market. Despite spending tens of millions on its development, Sorrento received no interest from third parties for the acquisition of *Ovydso* in bankruptcy.

43. Similar problems existed in Sorrento's developmental program for *RTX*, a pain medicine in phase II clinic trials. As with *Ovydso*, Sorrento's significantly overestimated the probability of success for completion of the clinical trials, the cost to obtain regulatory approval, the price it could obtain, and its market share as compared to the standard of care, *Ziltretta*. Indeed,

Sorrento's management assumed that its phase II clinical trial data would automatically result in regulatory approval for a phase III trial and thus overestimated its probability of success by three-fold, despite published industry data to the contrary. Furthermore, it assumed a price significantly higher than the price of *Ziltretta*, overstating the marketable price by thousands of dollars. Again, even marginal corrections to adopt a reasonable probability of success and price would reduce the value of *RTX* by millions, not accounting for more realistic estimates of market share and costs to bring the drug to market.

44. Another developmental therapeutic, *Fujovee*, was likewise overvalued by the Company. *Fujovee* targeted two indications (non-small cell lung cancer (NSCLC) and prostate cancer). As with *Ovydso*, Sorrento tried to sidestep the United States FDA clinical testing requirements by obtaining regulatory approval in China for the NSCLC indication. But, when Sorrento consulted with the FDA after phase II studies, the FDA rejected the data, meaning Sorrento would have to start over. Even had the FDA accepted the data, however, the results showed that it was not superior to the existing standard of care, *Tigresso*. The only path forward for *Fujovee* NSCLC was for *Tigresso*-resistant patients, which would require an entirely new clinical program (new patients, new dosing, new data) and severely limit its market potential. Review of the therapeutic potential for prostate cancer was so early stage that it could not be fairly valued, yet Sorrento overvalued its potential.

45. Sorrento's other drug candidates were even less likely to result in profitable drugs. Upon bankruptcy, the debtors in possession developed a new business plan that assumed research and development spending (i.e., the amounts Sorrento would spend to bring its pipeline candidates to market) would be cut by more than half—yet there had been no material changes in the

underlying facts, evidencing that the previous investment levels, economics, business model and ability to bring drug candidates to market profitability was dramatically overstated.

Sorrento Acquires Scilex.

46. Even decisions that ultimately added assets with value to Sorrento (setting aside the corresponding costs) lacked any effective governance, vetting by Sorrento's fiduciaries, or internal controls. In late 2016, Sorrento acquired approximately 72% ownership of Scilex Pharmaceuticals ("Scilex Pharma"). Between 2017 and 2021, Sorrento acquired additional ownership of Scilex,[8] culminating in a 99.9% ownership stake in Scilex as of November 2022. By the time of the Dividend, Sorrento owned approximately 136 million of 141 million shares of Scilex common stock and 29 million shares of preferred stock.

47. Through a series of intracompany promissory notes and note payables issued from 2018 to 2022, Scilex accumulated a massive amount of debt to Sorrento.

48. In May 2022, Sorrento assigned all its rights, liabilities, and obligations in the Aardvark acquisition to Scilex in exchange for a $5 million promissory note that was soon converted to a liquidation preference on Sorrento's preferred equity ownership of Scilex.

49. In September 2022, Sorrento entered into a Debt Exchange Agreement with Scilex, by which $275 million of Scilex's debt to Sorrento was extinguished in exchange for approximately $302.5 million in preferred shares in Scilex. The proceeds from part of the note payable were used to finance the acquisition of Semnur and to finance Scilex's operations. On

[8] In November 2016, Sorrento acquired a majority of the outstanding capital stock of Scilex Pharma, which was contributed to its majority-owned subsidiary Scilex Holding in connection with the corporate reorganization of Scilex Holding and acquisition of Semnur by Scilex Holding in March 2019. Those assets, together, constitute Sorrento's Scilex segment.

information and belief, the debt that Sorrento gave up was worth more than the shares received from Scilex.

50. In November 2022, Sorrento closed a merger with a special purpose acquisition company concerning Scilex (the "Scilex deSPAC"). Under the Scilex deSPAC, Scilex merged with Vickers Vantage Corporation. At the close of the merger, Sorrento owned approximately 99.9% of the total publicly tradable common stock in the newly merged Scilex. As a part of the transaction, Sorrento and other Scilex shareholders were restricted from trading their shares in the post-merger entity until May 11, 2023.

51. In conjunction with the Scilex deSPAC, Sorrento forgave even more of Scilex's debt. Sorrento's board revised its September Debt Exchange Agreement with Scilex, increasing the amount of Scilex's debt that was forgiven so that it forgave *all Scilex's* outstanding debt (approximately $290.5 million). On information and belief, the debt that Sorrento gave up was worth more than the shares received from Scilex.

52. Nonetheless, because of the Scilex deSPAC, Scilex's shares nominally became Sorrento's most valuable asset.

The Debtors' Declining Financial Position.

53. In the years leading into the Dividend and eventual bankruptcy, Sorrento's business prospects plummeted and its eventual bankruptcy became unavoidable.

54. Unable to generate organic profits, and with a too expensive and overly optimistic pipeline, Sorrento had only been capable of obtaining cash to fund its operations through ATM stock offerings. ATM offerings are risky and expensive ways for a company to fund its operations, but Sorrento had no other options.

55. In December 2021, Sorrento entered into an ATM agreement with Cantor Fitzgerald, H.C. Wainwright, and B. Riley Securities, whereby those entities would sell Sorrento's

shares on the secondary market to third parties to generate revenue. The parties agreed that the proceeds of those sales would be distributed to Sorrento or held on deposit for Sorrento's use.

56. Shortly thereafter, for the 2021 fiscal year, Sorrento reported that its auditor, Ernst & Young LLP, issued an opinion expressing doubt about Sorrento's ability to continue as a going concern. Ernst & Young also reported—based on input from Sorrento's own management—that Sorrento lacked basic internal controls over its accounting and financial processes, a major red flag that its accounting could not be trusted to deliver reliable results. Specifically, Ernst & Young found that "[Sorrento] did not employ sufficient accounting resources with appropriate experience and technical expertise to effectively execute controls over certain judgmental and technical accounting areas . . . [and that] the combination of [these] deficiencies results in a reasonable probability that a material misstatement of [Sorrento's] financial statements will not be prevented or detected on a timely basis." As of 2022, Ernst & Young reported that the material weaknesses remained.

57. Defendants knew about these management concerns and audit conclusions.

58. Desperate to stay in business, Sorrento took out its first bridge loan of $84 million from B. Riley Commercial Capital on February 11, 2022. Due to its unsustainable operating costs (including its development pipeline and active litigation, among other expenses), Sorrento quickly spent the proceeds of the loan without any tangible improvement in its ability to operate as a going concern. As 2022 progressed, Sorrento continued to bleed cash and deplete its available liquidity —with no revenue (let alone profit) in return.

59. On September 30, 2022, continuing to burn through its liquidity with little revenue and only negative cash flows, Sorrento took out its second bridge loan of $41.6 million from B. Riley Commercial Capital, set to mature on January 31, 2023. The same day, Sorrento filed a

Form 10-Q with the Securities and Exchange Commission, disclosing $176 million in assets, but only $70 million in available cash.

60. By the fourth quarter of 2022, Sorrento realized significantly less in proceeds from ATM offerings than it had on average in the previous three quarters. Sorrento's ability to raise cash through ATM offerings had dissipated.

61. On November 8, 2022, Sorrento disclosed another going concern warning in its quarterly Form 10-Q filed with the Securities and Exchange Commission. In December 2022, Sorrento reported negative retained earnings of $21.7 million, and by March 31, 2023, Sorrento's balance sheet reflected $127 million in negative equity value.

62. Sorrento's stock price also decreased quickly during this period. On November 18, 2022, Sorrento's stock price fell by approximately 6% following the announcement that the Board of Directors authorized the company to explore and consider the Dividend. On December 5, 2022, Sorrento's stock price fell by another 6% following the disclosure of the Nant Arbitration Award. On December 19, 2022, Sorrento's stock fell by 15% when it filed a Shelf Registration (in anticipation of a future securities offering in the amount of $41.2 million) and announced that shareholders rejected the Board of Directors' recommended executive compensation. Sorrento's stock price even fell by another 3% on December 21, 2022 when it announced its own ostensibly favorable award in the Cynviloq Arbitration (defined below). In other words, the momentum of Sorrento's stock price plummet was so dramatic that, even though Sorrento announced a favorable, nominal nine-figure arbitration award, the market reacted negatively and continued to dump Sorrento stock.

63. Sorrento's fiduciaries had actual knowledge of these material risks as they materialized; they were aware of Sorrento's quickly declining financial position, and never took remedial action to implement adequate and effective controls to stabilize the company.

Sorrento is Saddled with a Devastating Adverse Arbitration Award

64. Adding fuel to the inferno—and after several years of active litigation—Sorrento was hit with the Nant Arbitration Award in December 2022. The arbitration had been pending for years. Beginning in 2019, Sorrento engaged in separate cross-arbitrations related to its joint venture with the Nant Entities. In one proceeding (the "Nant Arbitration"), the Nant Entities accused Sorrento of failing to perform under the parties' Stock Purchase and Sale Agreement ("Nant Agreement"), among other claims. In another proceeding (the "Cynviloq Arbitration"), Sorrento pursued various claims against the Nant Entities related to the business venture.

65. The Cynviloq Arbitration was filed on April 3, 2019. Sorrento filed a derivative suit on behalf of NANTibody for unauthorized acts, breach of contract, breach of fiduciary duties, abuse of control, corporate waste, and unjust enrichment.

66. On May 24, 2019, the Nant entities sued Sorrento, and Ji personally, for breach of contract, unjust enrichment, fraud, and fraudulent inducement related to the Nant Agreement. Among other conduct, the Nant entities alleged that Ji, despite advertising Sorrento as the next leader in developing anti-cancer drugs and therapeutics, was only interested in trading therapeutics to inflate Sorrento's own stock values and never made a genuine effort to make advances in medical science.

67. Ji and Sorrento moved to compel arbitration. Ji was actively involved in defending against Nant's claims, and had full knowledge of the risks and potential liability of the same, including potential damages of hundreds of millions of dollars.

68. As directors and officers, Defendants had an obligation to stay informed of the risks posed by the Nant Arbitration and to ensure that the Company was appropriately mitigating those risks and could account for any resulting liabilities. Defendants utterly failed in that obligation, or worse, consciously disregarded those risks in their business judgments. Either Defendants were fully informed of the progression of, developments in, and results of the Nant Arbitration and Sorrento's potential exposure and did not take reasonably necessary steps, or they failed to inform themselves of material information about—and put in place processes to maintain controls over—the Company they were leading. As a result, Sorrento was wholly unequipped to deal with any financial fallout stemming from the Nant Arbitration.

69. Despite all this, Ji and Sorrento's other Directors and Officers proposed the Dividend of Scilex stock while the Nant Arbitration was still pending, with full knowledge of the potential for hundreds of millions in forthcoming liability—and no contingency planning to deal with an adverse ruling.

70. These known risks came to fruition on December 2, 2022, when an adverse award was issued in the arbitration brought by the Nant Entities. The arbitrators concluded that Sorrento breached its obligations under the Nant Agreement. As a result, the Nant Entities were awarded over $173 million in damages, plus pre-judgment interest and post-judgment interest of approximately $43,000 per day until paid.

71. Everyone knew the threat to Sorrento was existential. The Nant Arbitration Award exceeded the entire asset base Sorrento had recorded on its balance sheet as of December 2022.

72. Further, the Nant Entities informed Sorrento that they intended to enforce the award. On December 3, 2022—the day after the award issued—counsel for the Nant Entities

contacted Sorrento's arbitration counsel to request assurances that Sorrento would not take any action to deplete its liquidity or dissipate assets until the Nant Arbitration Award was paid.

73. Sorrento's board was informed of this development; on December 5, Sorrento's arbitration counsel responded to counsel for the Nant Entities that their concerns had been shared with Sorrento's Board of Directors.

Despite the Debtors' Lack of Liquidity and Looming Obligations, the Directors Approved the First and Only Dividend in Sorrento's History.

74. On information and belief, the Dividend of the Scilex shares was Ji's brainchild. Ji was a member of Scilex's Board, and in the months before he could convince the Sorrento Board to approve a Dividend of Scilex shares, Ji put the process in motion. Yet, his plans encountered various obstacles, including the tax liabilities associated with such a Dividend and the Company's mounting losses and litigation risks.

75. But Ji was more interested in currying favor with shareholders, who upon information and belief, had recently voted down a proposal (by Ji) to increase the compensation of Sorrento's executives amidst Sorrento's financial woes. In Ji's mind, a gratuitous dividend could ingratiate Sorrento's leadership to its shareholders and increase their willingness to increase the leaderships' compensation.

76. Undeterred, Ji pressed ahead in disregard of imminent risks. By November 18, 2022, Sorrento's Board announced a potential dividend to its shareholders, consisting of a substantial portion of Scilex's common stock. By December 6, after the announcement and after the Nant Arbitration Award, Sorrento's stock value plunged to an all-time low, as described above.

77. On December 8, 2022, the Nant Entities filed an *ex parte* application for right to attach order, prejudgment writ of attachment, temporary restraining order and order to show cause on why a preliminary injunction should not issue. At the hearing, the Nant Entities sought to

enjoin the Dividend's issuance as a flagrant attempt to render the Nant Arbitration Award uncollectible. That injunction was denied because Sorrento misled the court. Specifically, Sorrento claimed it was solvent when its Officers and Directors knew it was not. This decision left the Nant Entities with no recourse to prevent Sorrento from deliberately depleting assets that could have been used to satisfy the award or any other creditor.

78. Despite the known risks and collection attempts by the Nant Entities' arbitration counsel, Ji advocated in favor of issuing the stock Dividend and Sorrento's other Directors and Officers imprudently rubber-stamped its approval. In the ensuing month, Ji, management, and the Board manufactured the justifications for the Dividend. Ji's purported rationale for the Dividend was to increase the liquidity potential for Scilex stock and provide a return for shareholders, but that makes no sense. Each recipient of Scilex stock would be bound by trading restrictions resulting from the Scilex de-SPAC transaction until May 2023, and Sorrento could have just as easily sold the shares once the restrictions were lifted to provide the same value to the Company, its creditors, and (had it been proper) those same shareholders.

79. On December 29, 2022, Sorrento's management presented its proposed Dividend to the Board of Directors: 76 million shares of Scilex common stock to Sorrento shareholders and certain warrant holders, representing approximately 54% of the total outstanding shares of Scilex common stock. Sorrento would receive no consideration or value in return—it was an insolvent company's giveaway to shareholders at the expense of Sorrento and its creditors.

80. None of Sorrento's Board meeting minutes from the deliberation of the Dividend reflect *any* consideration of the impact of the Award on Sorrento's ability to fund the Dividend. The word "arbitration" does not even appear anywhere in the Board meeting minutes, though the meeting took place just a few weeks after Sorrento was hit with the Nant Arbitration Award. All

that the meeting minutes say is that further questions were asked and full discussion ensued, but that is artifice; the Company made no provisions to pay for the Nant Arbitration Award from available cash, and the Board never asked questions or pressed management on the plan.

81. Nor do any Board meeting minutes reflect the deliberation of Sorrento's going-concern warnings and lack of financial controls, both of which Sorrento's Directors knew about and should have given the Directors pause when reviewing internal company valuations presented by management.

82. Despite its going-concern warning and lack of controls, Sorrento's Board did not obtain a third-party valuation or solvency analysis to support the Dividend. Instead, on December 8, Liang Zhao, Sorrento's Corporate Comptroller, performed a surplus calculation to support the proposed dividend. It did not attempt to arrive at a fair valuation of Sorrento's assets and liabilities; it only used book value, except for the value of Scilex stock, which up until that time had not been reflected on Sorrento's balance sheet. It did not provide for any stress testing on Sorrento's financials. Despite counsel's request to get final approval from Ernst & Young, Zhao never did. Furthermore, even though the Board was told that Sorrento must also have the ability to pay its debts as they became due (including the Nant Arbitration Award) and that Sorrento must have adequate capital for its continuing business operations (including its cash-intensive clinical development programs), no such tests were performed or presented to the Board.

83. Sorrento's Board also failed to obtain the advice of non-conflicted advisors. Sorrento's counsel, which presented the legal requirements and fiduciary obligations for issuing a Dividend, represented both Sorrento and Scilex—a clear conflict since Sorrento's proposed dividend was of Scilex shares. Sorrento's counsel nonetheless presented the Officer's Certificate and balance sheet valuation.

84. Ji also manipulated the process to facilitate the Dividend. With a series of payments on December 2, 5, 6, 9, 12, 13, 14, 20, and 21, Sorrento pre-paid $26 million on its $41.6 million bridge loan with B. Riley Commercial Capital, despite the fact that it would not mature until the end of January 2023. These prepayments were made to entice B. Riley to refrain from objecting to the Dividend.

85. Nor did the Directors ensure that the decision to issue the Dividend was being made by disinterested directors. At the time of the Dividend's approval, Ji and other Directors were simultaneously directors of Scilex and motivated to act in Scilex's interest to the detriment of Sorrento. A majority of the Board also received a portion of the Dividend, a benefit not enjoyed by Sorrento's creditors. Yet, without any cleansing, the Board of Directors unanimously approved the Dividend.

86. By the end of 2022, Sorrento's ongoing liquidity issues and its adverse award caused Sorrento's stock price to plummet to an all-time low of $1.125 per share, and Sorrento's retained earnings fell to a negative $21.7 million.

87. On or around January 19, 2023, Sorrento issued the Scilex stock Dividend.

88. On February 13, 2023, Sorrento filed IRS Form 8937. A company files a Form 8937 when an organizational action affects the basis of holders of a security or holders of a class of the security. In the Form 8937, Sorrento admitted that its retained earnings were insufficient to fund the Dividend, so it would record the stock Dividend as a non-dividend return of capital (one of the tax implications that Ji originally said should preclude the issuance of the dividend).

Sorrento's Directors and Officers failed to implement financial and operational controls to monitor and manage its risks and cash positions.

89. Publicly traded companies are obligated under the Sarbanes-Oxley Act to implement and maintain internal controls to protect their financial stability.

90. Among other requirements, a company's Directors and Officers must establish a framework of controls, change management, and segregation of independent financial duties.

91. Further, companies must file reports with the Securities and Exchange Commission in which Chief Executive and Financial Officers certify that the company's financial statements are accurate and that their financial controls are effective.

92. Sorrento's Directors and Officers never established effective financial controls to ensure the company's financial stability.

93. At no time during Sorrento's downward spiral did Ji or other Directors and Officers establish adequate corrective financial controls to stabilize the company or address the known legal and financial risks it faced.

94. In fact, as early as 2021, Sorrento's third-party auditor, Ernst & Young, found that Sorrento "did not employ sufficient accounting resources with appropriate experience and technical expertise to effectively execute controls over certain judgmental and technical accounting areas." These findings were supported by information provided by Sorrento's own management.

95. And by the end of 2022, Ernst & Young *again* concluded—based on risks identified by management—that "certain of the Company's control activities in the areas of revenue, business combinations, investments, debts, derivative liabilities, contingent consideration and intangibles did not operate effectively and have been deemed deficient [, and these deficiencies] represent[] a material weakness in our internal control over financial reporting" as of December 31, 2022. This conclusion epitomized the risks faced by Sorrento—including the risks attendant to its liabilities arising from the Nant Arbitration and its business combinations.

96. Despite these management-sourced observations, Sorrento's Directors and Officers never established internal controls to ensure the company had effective control over its legal risks and financial decision-making. Sorrento's Directors and Officers failed to implement monitoring systems or an internal auditing process to independently ensure accurate financial reporting, detect red flags affecting the Company—including the legal risks associated with the Nant Arbitration and its various business combinations, or prevent fraud. Sorrento's Directors and Officers maintained grossly inadequate oversight of operations and failed to monitor or supervise corporate activities, including Sorrento's cash accounts and Sorrento's mergers, acquisitions or transactions. Sorrento's Directors and Officers failed to implement proper oversight systems, ignored red flags about potential liabilities arising from legal claims and business combinations, and were willfully blind to issues related to legal and business liabilities.

97. Sorrento's Directors and Officers also had a duty to ensure that, once insolvent, they were complying with their duties to the Company in light of the fact that the Company's creditors, not its shareholders, were the beneficiaries of the residual value of the Company. The Directors and Officers were warned in multiple consecutive years by the Company's auditors regarding the doubts about its ability to continue as a going concern.

98. In multiple audits, Ernst & Young explicitly found that management concluded that the company's recurrent losses and negative cash flows from operations, along with other factors, raise "substantial doubt about [Sorrento's] ability to continue as a going concern."

99. Yet Ji, along with Sorrento's other Directors and Officers, deliberately ignored, in bad faith, external auditors' going-concern warnings at the time they considered and approved the Dividend. They also abdicated responsibilities by rubber stamping the Debt Exchange Agreement, Debt Forgiveness and Dividend without meaningful consideration of risks to the Company.

100. Ji, along with Sorrento's other Directors and Officers, failed to ensure that the Company had the ability and financial controls in place to satisfy the liability stemming from the Nant claims and, after the Nant Arbitration Award issued, the Nant Arbitration Award itself. They utterly failed to put in place a process to ensure that the Nant Arbitration Award could be satisfied after issuing the Dividend. Upon information and belief, despite their awareness of the Nant claims and their potential outcomes, neither Ji nor any other Directors or Officers advocated for imposing reasonable financial checks and controls to ensure that any adverse judgments would not sink Sorrento as a whole.

101. Accordingly, Sorrento's Directors and Officers failed to ensure that Sorrento was adequately capitalized to continue its operations.

Sorrento was Insolvent, Unable to Pay its Debts, and Inadequately Capitalized at the Time of the Dividend.

102. In January 2023, when Sorrento issued the Dividend (as well as in December 2022, when the Directors and Officers pursued and approved the Dividend), Sorrento was balance-sheet insolvent, unable to pay its debts as they became due, and inadequately capitalized.

103. The December 8 back-of-the-envelope surplus calculation did not even attempt to analyze the fair value of Sorrento's assets and liabilities. Rather, it used the book value of the company—despite Sorrento's auditors' going-concern warnings—for clear reason: valuing Sorrento's costly and underperforming pipeline would have shown that Sorrento was insolvent. The scheduled assets and liabilities did not present a realistic picture of the likelihood of approval, cost of development, time to monetization, or market penetration of the pipeline drugs. The pipeline was based on aggressive assumptions failing to appropriately discount highly speculative pharmaceutical candidates. Sorrento underestimated cost budgets and discounted competition. Even then, the Scilex stock that Sorrento added to its balance sheet for the first and only time as a

way to bridge the deficit was also overvalued because it was subject to trading restrictions. The value of the stock was improperly derived from limited market trading that did not reflect the value of the vast majority of shares of Scilex, which were prohibited from being traded. Furthermore, Sorrento credited as an asset more than $1 billion of net operating losses ("NOLs"), which on their own evidenced its perpetual business losses. But the value of the NOLs was overstated because NOLs are subject to usage restrictions, illiquid, and not readily monetized. Correcting for these errors would clearly result in balance sheet insolvency. By year-end 2022, Sorrento's liabilities exceeded Sorrento's enterprise value by over $80 million.[9]

104. Sorrento was also unable to pay its foreseeable debts as they became due. Sorrento was perpetually bleeding cash. Sorrento's cumulative cash flow from operations from 2018 to 2022 was negative $1.023 billion. Sorrento's cumulative unlevered free cash flow from operations over the period was negative $738.5 million. Sorrento's cumulative EBITDA over the period was negative $1.242 billion. And, Sorrento's cumulative operating income (EBIT) over the period was negative $1.298 billion. In keeping with Sorrento's pattern of generating consistently negative cash flows, EBITDA and EBIT, Sorrento's cumulative net loss over the period was negative $1.716 billion.[10]

105. By the fourth quarter of 2022, Sorrento realized significantly less in proceeds from ATM offerings than it had on average in the previous three quarters. By the end of 2022, Sorrento's ability to raise cash through ATM offerings disappeared. With its ATM facilities drying up and

[9] Based on the market values of the aggregate common stock of Sorrento and related shares outstanding as of December 29, 2022.
[10] Ranging from a negative $203.5 million for the twelve months ending December 31, 2018 to negative $493.6 million for twelve months ended September 30, 2022.

having repaid the bridge loan, Sorrento had no ability to satisfy its other debts (including either the Nant Arbitration Award or the cost of its clinical trials).

106. Most prominently, Sorrento had no plan and no ability to pay the Nant Arbitration Award. As of December 31, 2022, Sorrento reported only cash and cash equivalents of $23.6 million. By February 13, 2023, Sorrento had approximately $5 million in unrestricted cash and few other short-term assets. Sorrento received the Nant Arbitration Award in early December, it paid the Dividend in mid-January, and it entered bankruptcy because it could not pay a $50 million portion of the Nant Arbitration Award that was progressing toward enforcement in February.

107. Sorrento was also woefully undercapitalized considering the capital-intensive nature of its pharmaceutical development business. Sorrento had never generated sufficient profits to sustain its operations organically and, at the time of the Dividend, it lacked the capital to bring any of its pipeline drug candidates to market to sustain its operations. Even prior to the Dividend, Sorrento failed by a significant degree under four of the five industry ratios for capital adequacy as compared to seven comparable clinical-stage biotechnology companies (which were also selected by Sorrento for executive compensation benchmarking analyses and categories in the same SIC Industry Code of 2836).[11] After issuance of the Dividend, Sorrento failed every single

[11] The first ratio tests a company's ability to meet short-term obligations with its current assets on an ongoing basis by dividing the company's current assets by its current liabilities. Sorrento's ratio was .88, while the median and mean for comparable companies was 6.21 and 5.92, respectively, placing Sorrento below the mean of the comparable companies by 85% and median by 86%. The second ratio tests a company's ability to cover short-term obligations with cash and other assets readily converted into cash. Sorrento's ratio was .70, while the median and mean for comparable companies was 6.09 and 5.71 respectively, placing Sorrento below the median and mean of the comparable companies by 88%. The third ratio tests the riskiness of funds permanently invested by shareholders and temporarily risked by creditors, ultimately gauging the risk to creditor returns, by comparing a company's liabilities to its net worth. For Sorrento, the ratio of liabilities to net worth was equal to 1.55 before issuance of the Dividend. By comparison, the median and mean for comparable companies was 0.14 and 0.25 in both cases. The fourth ratio measures the extent

industry ratio.[12] Moreover, by distributing out half of its value for no benefit, Sorrento undercut its ability to obtain capital in the markets or otherwise fund its operations.

108. Finally, even absent the Dividend, Sorrento was destined for bankruptcy under the Altman Z"-Score Model, which is one of the leading and most widely accepted statistical predictors of business failure. Based on both Sorrento's reported financials through the last quarter of 2022 and Sorrento's financials following issuance of the Dividend, the model predicted bankruptcy in every single period, especially in the last quarter of 2022.

109. Accordingly, based on the foregoing and numerous accepted solvency tests, Sorrento was insolvent at the time of the Dividend and issuing the Dividend foreclosed any ability to recover outside of bankruptcy.

Debtors' File for Chapter 11 Relief, and David Weinhoffer is Appointed the Debtors' Liquidation Trustee.

110. Less than one month after the Dividend, on February 12, 2023, Sorrento and a wholly owned subsidiary, Scintilla Pharmaceuticals, Inc., filed voluntary petitions for bankruptcy under Chapter 11. At the time of the bankruptcy filing, Sorrento had less than $5 million in unrestricted cash available to pay its creditors. Ji testified at the First Day Hearing that the Debtors only had a "few million dollars" in available cash.

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to which debt and/or preferred stock with fixed interest and/or dividend payments are used to increase the return on common equity by examining the ratio of total liabilities to net worth. As compared to comparable companies' median and mean total liabilities to net worth ratios of 0.25 and 0.42, Sorrento was highly leveraged with total liabilities to net worth equal to 3.73 prior to the Dividend.

[12] In addition to failing the same ratios as *before* the Dividend, Sorrento additionally failed the fifth ratio following the Dividend, where Sorrento's fixed assets to net worth ratio was -0.25 (as compared to respective industry median and means of .16 and .11), reflecting Sorrento's negative net worth.

111. On November 30, 2023, the Court entered an order confirming the Debtors' chapter 11 plan of liquidation (the "Plan") [Dkt. No. 1616](with a corrected order entered on December 13, 2023 at Dkt. No. 1652 (the "Confirmation Order")).

112. The Plan went effective on April 10, 2024 (the "Effective Date").

113. The Debtors' cases are currently pending in the United States Bankruptcy Court for the Southern District of Texas, captioned *In re Sorrento Therapeutics, et al.*, Case No. 23-90085.

114. The Liquidation Trust was created on the Effective Date, appointing David Weinhoffer as the Trustee.

FIRST CAUSE OF ACTION

Breach of Fiduciary Duty Against the Director Defendants (Delaware Common Law)

115. The Trustee reincorporates and realleges the allegations in paragraphs 1-114 above.

116. As Directors of Sorrento, each Director Defendant owed it the highest obligations of due care, loyalty, and good faith. Those duties extended, upon insolvency, to Sorrento's creditors as residual owners of the company.

117. The duty of due care required the Directors to, at all times, perform their duties in good faith, on an informed basis, and in honest belief that the action in question was in Sorrento's best interest.

118. The duty of loyalty required independence and disinterestedness. Independence required the Directors' decisions to be based on the corporate merits of the subject before the board, rather than extraneous considerations or influences. Disinterestedness required that the Directors not personally receive a benefit from a transaction, not generally shared by other shareholders, from which it could be reasonably questioned whether the Directors objectively considered its advisability. These benefits are not limited to monetary benefits, but may include

decisions or transactions that allow Directors to maintain their positions, stock options, or other benefits of their positions.

119. The duty to act in good faith required the Directors to not act grossly negligent and not in conscious disregard for their duties.

120. Under Sorrento's articles of incorporation, the Director Defendants are not exculpated for a breach of the director's duty of loyalty, any act done in bad faith, or any action taken in conscious disregard of their fiduciary duties.

121. As alleged above, the Director Defendants acted in breach of their duty of loyalty, in bad faith, and in conscious disregard of their duties.

122. Each of the directors breached his duties by, among other acts and omissions:

a. Approving the Dividend knowing Sorrento was insolvent;

b. Approving the Dividend, including approving the Dividend the same month that it faced the adverse Nant Arbitration Award that it did not have the ability to pay; based on what they knew to be a facially and critically flawed, inadequate, and incomplete valuation analysis; despite the conflicts of interest within the Board, of officers of Sorrento, and of the Company's advisors; despite knowing that the Company was insolvent, lacked adequate capital, and was unable to meet its debts as they became due; despite knowing about the lack of controls over the very information which he purported to rely;

c. Failing to engage a third-party valuation and solvency advisor;

d. Failing to oversee, monitor, and ensure adequate controls over key accounting, financial, legal, and risk-managements functions for legal risks, pipeline development, and cash management, including implementation of information and reporting systems;

e. Relying on the advice of Sorrento's management knowing that there was a lack of internal controls over key accounting and financial functions; and

f. Failing to ensure that Sorrento had adequate capital, financial controls, and reasonable decision-making processes to continue its operations when faced with the Nant Arbitration Award, depletion of financial resources, and declining revenue.

123. Further, the Directors failed to maintain independence in consideration of the Dividend, because they had no rational business purpose in awarding a stock dividend when Sorrento's assets were actively being depleted, had no new streams of revenue, and had been saddled with the $173 million adverse Nant Arbitration Award.

124. The Defendant Directors further failed to maintain independence by considering the Dividend under the influence of Ji, other Sorrento officers, and what they knew to be inaccurate and critically flawed information, rather than the corporate merits of the Dividend based on objective material facts.

125. The Director Defendants knew about the risks—including having been warned by corporate and litigation counsel—and intentionally disregarded their fiduciary obligations in committing the above-described acts and failures to act.

126. The Director Defendants (with the exception of Janda) were conflicted and/or interested in the Dividend as shareholders and board members of Sorrento and board members of Scilex. Furthermore, as a result of their breaches, the Director Defendants received monetary and other benefits not shared by Sorrento's creditors. On information and belief, the Board was conflicted as a whole because the majority of Directors also personally received or maintained stock options with respect to Scilex by virtue of the Dividend, which materially improved the Director Defendants' positions with regard to Scilex because they were also Directors of Scilex at the time of the Dividend. This transaction, which comingled the Defendants' stock options and corporate control of Scilex, caused the Director Defendants to receive a far greater benefit than that received by Sorrento's creditors.

127. As a result of these breaches, Sorrento's creditors were injured because the Dividend transferred substantial assets to the personal hands of shareholders and the Director

Defendants. Accordingly, Sorrento's creditors, including the Nant Entities, were injured by the substantial depletion of Sorrento's assets, which in turn accelerated Sorrento's bankruptcy.

128. As a result of these breaches, Sorrento and its creditors were injured by loss of value of the dividend and damages incurred when Sorrento entered bankruptcy, in the amount of not less than $100 million. The Director Defendants are liable to the Trustee, as the successor to claims of the Debtors, to compensate for these and other results of their breaches of fiduciary duties.

SECOND CAUSE OF ACTION

Breach of Fiduciary Duty Against the Officer Defendants (Delaware Common Law)

129. The Trustee reincorporates and realleges the allegations in paragraphs 1-128 above.

130. As Chief Executive Officer of Sorrento, Henry Ji was entrusted by the Board of Directors with overseeing Sorrento's operations, financial health, and team of executives. He had the responsibility for the general management and control of the business and affairs of Sorrento. Ji also had general supervision and direction of all of the other officers, employees, and agents of Sorrento.

131. As Chief Financial Officer of Sorrento and Executive Vice President, Elizabeth Czerepak was entrusted by the Board of Directors with keeping accurate financial records and preparing the financial statements. The Board trusted that she would keep Sorrento's books in a thorough and proper manner. Additionally, as Vice President, she had powers and duties that were commonly incident to that office.

132. As Corporate Controller of Sorrento, Liang Zhao should have directed the company's overall accounting functions, secured accurate financial reporting, implemented internal controls, and provided accurate, fulsome insights to the Board of Directors.

133. The Board of Directors delegated each of these responsibilities to the respective Officer Defendants. Each Officer Defendant had an obligation to comply with their respective fiduciary obligations owed to Sorrento as its executives.

134. For corporate officers, the duty of care required them, at all times, to perform their duties in good faith, on an informed basis, and in honest belief that the action in question was in Sorrento's best interest.

135. For corporate officers, the duty of loyalty required independence and disinterestedness. Independence required the Officers' decisions to be based on the corporate merits of the subject before the board, rather than extraneous considerations or influences.

136. For corporate officers, the duty of good faith requires them to not act grossly negligent and not in conscious disregard for their duties.

137. Those duties extended, upon insolvency, to Sorrento's creditors as residual owners of the company.

138. Under Sorrento's articles of incorporation, the Officer Defendants are not exculpated from breaches of these duties.

139. The Officer Defendants acted in bad faith, with gross negligence and in conscious disregard of their fiduciary duties.

140. Ji breached his duties by, among others:

a. Promoting the Dividend, including promoting the Dividend the same month that it faced the Nant Arbitration Award that it did not have the ability to pay; based on what he knew to be a facially, and critically flawed, inadequate, and incomplete valuation analysis; despite the conflicts of interest and those of the company's advisors; despite knowing that the company was insolvent, lacked adequate capital, and was unable to meet its debts as they became due; despite knowing about the lack of controls over the financial and accounting systems;

b. Failing to institute adequate controls over key accounting and financial functions;

c. Failing to acquire a third-party valuation of Sorrento;

d. Promoting false and self-interested assumptions about the company's pharmaceutical drug pipeline;

e. Failing to ensure that Sorrento had adequate capital to continue its operations when faced with the Nant Arbitration Award;

f. Failing to reconsider the Dividend after receiving the Nant Arbitration Award;

g. Pressuring Zhao to find a surplus wherever she could; and

h. Promoting the Dividend despite the self-dealing nature of the transaction.

141. Czerepak breached her duties by, among others:

a. Failing to implement adequate controls over Sorrento's financial and accounting systems;

b. Signing the CFO certificate without basis and without adequate oversight over the surplus calculation;

c. Presenting the CFO certificate at the Board of Directors meeting knowing that an independent auditor, Ernst & Young, would not sign off on the legality of the surplus calculation;

d. Failing to procure a third-party valuation of Sorrento; and

e. Failing to ensure proper business and financial controls over Sorrento's drug pipeline.

142. Zhao breached her duties by, among others:

a. Presenting the surplus calculation to the CFO even though an independent auditor, Ernst & Young, would not sign off on the legality of the surplus calculation;

b. Failing to procure a third-party valuation of Sorrento; and

c. Failing to keep realistic accounts of Sorrento's drug pipeline.

143. As a direct and proximate result of these breaches, Sorrento and its creditors were injured by loss of value of the dividend and damages incurred when Sorrento entered bankruptcy

totaling not less than $100 million. The Officer Defendants are liable to the company and its bankruptcy estate to compensate for these and other results of their breaches of fiduciary duties.

THIRD CAUSE OF ACTION

Aiding and Abetting Breaches of Fiduciary Duty (Officer Defendants)

144. The Trustee reincorporates and realleges the allegations set forth in paragraphs 1–143 above.

145. As Officers of Sorrento, Henry Ji, Liang Zhao, and Elizabeth Czerepak owed it the highest obligations of due care, loyalty, and good faith. Those duties extended, upon insolvency, to Sorrento's creditors as residual owners of the company.

146. The duty of loyalty required these Officers to place Sorrento's best interests above any personal interest possessed by the Officers or Directors that was not shared by Sorrento's shareholders.

147. The duty of due care required the Officer Defendants to, at all times, perform their duties in good faith, on an informed basis, and in honest belief that an action in question was in Sorrento's best interest.

148. The duty to act in good faith required the Directors to not act grossly negligent and not in conscious disregard for their duties.

149. Under Sorrento's articles of incorporation, the Officer Defendants are not exculpated from breaches of these duties.

150. As an Officer of Sorrento, Henry Ji aided and abetted the Directors' conscious disregard and breach of their fiduciary duties by, including and without limitation:

a. Recommending approval of the Dividend the same month that it faced the Nant Arbitration Award that it did not have the ability to pay; based on what he knew to be a facially, and critically flawed, inadequate, and incomplete valuation analysis; despite the conflicts of interest and those of the company's advisors; despite knowing that the company was insolvent,

lacked adequate capital, and was unable to meet its debts as they became due; despite knowing about the lack of controls over the very information which they purported to rely;

b. Failing to ensure adequate controls over key accounting and financial functions;

c. Failing to engage a third-party valuation expert; and

d. Failing to ensure that Sorrento had adequate capital to continue operations when faced with the Nant Arbitration Award.

151. As an Officer of Sorrento, Elizabeth Czerepak aided and abetted the Director's conscious disregard and breach of their fiduciary duties by, including and without limitation:

a. Recommending approval of the Dividend the same month that it faced the Nant Arbitration Award that it did not have the ability to pay; based on what she knew to be a facially, and critically flawed, inadequate, and incomplete valuation analysis; despite the conflicts of interest and those of the company's advisors; despite knowing that the company was insolvent, lacked adequate capital, and was unable to meet its debts as they became due; despite knowing about the lack of controls over the very information which they purported to rely;

b. Failing to ensure adequate controls over key accounting and financial functions;

c. Failing to engage a third-party valuation expert; and

d. Failing to ensure that Sorrento had adequate capital to continue operations when faced with the Nant Arbitration Award.

152. As an Officer of Sorrento, Liang Zhao aided and abetted the Director's conscious disregard and breach of their fiduciary duties by, including and without limitation,

a. Recommending approval of the Dividend the same month that it faced the Nant Arbitration Award that it did not have the ability to pay; based on what she knew to be a facially, and critically flawed, inadequate, and incomplete valuation analysis; despite the conflicts of interest and those of the company's advisors; despite knowing that the company was insolvent, lacked adequate capital, and was unable to meet its debts as they became due; despite knowing about the lack of controls over the very information which they purported to rely;

b. Failing to ensure adequate controls over key accounting and financial functions;

c. Failing to engage a third-party valuation expert; and

d. Failing to ensure that Sorrento had adequate capital to continue operations when faced with the Nant Arbitration Award.

153. At the time that the Officers evaluated, prepared, promoted, and recommended the Dividend, they had actual knowledge that the Directors' approval of the Dividend would constitute a breach of the Directors' fiduciary duties to Sorrento and its residual owners.

154. At the time that the Officers evaluated, prepared, promoted, and recommended the Dividend, each Officer Defendant knowingly participated in the Directors' breaches of their own fiduciary duties of due care, loyalty, and good faith owed to Sorrento and its residual owners.

155. By engaging in this conduct, each Officer Defendant knowingly and willfully aided and abetted each Director's breach of their own fiduciary duties of due care, loyalty, and good faith owed to Sorrento and Sorrento's residual owners.

156. As a direct and proximate result of these breaches, Sorrento and its creditors were injured. The Officer Defendants are liable to the company and its bankruptcy estate to compensate for these and other results of their breaches of fiduciary duties.

PRAYER FOR RELIEF

WHEREFORE, the Trustee prays for the following relief:

a. An award of damages of in the amount of the value of the Dividend, the losses suffered by Debtors before and during bankruptcy, in amounts to be determined at trial;

b. Punitive damages;

c. Attorneys' fees;

d. Pre-judgment and post-judgment interest; and

e. Such other and further relief as the Court may deem just and proper.

DATED: Houston, Texas
July 17, 2025

MCKOOL SMITH, P.C.

By: */s/ Joshua J. Newcomer*

Joshua J. Newcomer
David Kellam
Hannah Syburg
Adam Skrzecz
600 Travis St # 7000
Houston, TX 77002
Telephone: (713) 485-7300
Facsimile: (713) 485-7344
Email: jnewcomer@mckoolsmith.com

Attorneys for Plaintiff

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
David Weinhoffer, in his capacity as Liquidating Trustee of the Sorrento Therapeutics, Inc., et al., Liquidating Trust	Henry Ji, Dorman Followwill, Kim Janda, David Lemus, Tammy Reilly, Jaisim Shah, Yue Wu, Elizabeth Czerepak, and Liang Zhao
ATTORNEYS (Firm Name, Address, and Telephone No.) Joshua J. Newcomer McKool Smith, P.C., 600 Travis St., Suite 7000 Houston, TX 77002; (713) 485-7300	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor □ Other ☒ Trustee	**PARTY** (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor ☒ Other □ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Plaintiffs assert three causes of action: Breach of Fiduciary Duty (Counts 1 and 2); Aiding and Abetting Breaches of Fiduciary Duty (Count 3)

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☒ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☒ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

□ Check if this case involves a substantive issue of state law	□ Check if this is asserted to be a class action under FRCP 23
□ Check if a jury trial is demanded in complaint	Demand $ not less than $100,000,000

Other Relief Sought

Recovery for breach of fiduciary duties, punitive damages, attorneys' fees, pre-judgment and post-judgment interest, and such other and further relief as the Court may deem just and proper.

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Sorrento Therapeutics, Inc., et al.	BANKRUPTCY CASE NO. 23-90085	
DISTRICT IN WHICH CASE IS PENDING Southern District of Texas	DIVISION OFFICE Houston	NAME OF JUDGE Judge Lopez
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF David Weinhoffer, in his capacity as Liquidating Trustee of the Sorrento Therapeutics, Inc. et al. Liquidating Trust	DEFENDANT B. Riley Commercial Capital, LLC	ADVERSARY PROCEEDING NO. 25-03422
DISTRICT IN WHICH ADVERSARY IS PENDING Southern District of Texas	DIVISION OFFICE Houston	NAME OF JUDGE Judge Lopez
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 07/17/2025	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Joshua J. Newcomer	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Exhibit 7

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.



National Union Fire Insurance Company of Pittsburgh, Pa.®
A capital stock company
(the "**Insurer**")

POLICY NUMBER: *01-615-28-54* **REPLACEMENT OF POLICY NUMBER:** *01-773-10-19*

Executive Edge®

Broad Form Management Liability Insurance Policy

NOTICES: This policy provides claims-made coverage. Such coverage is generally limited to liability for (i) Claims first made against Insureds, (ii) Inquiries that an Insured Person first received, and (iii) Crises first occurring, in each case, during the Policy Period or, if applicable, the Discovery Period. Coverage under this policy is conditioned upon notice being timely provided to the Insurer as required (see the Notice and Reporting clause for details). Covered Defense Costs, Pre-Claim Inquiry Costs and Derivative Investigation Costs shall reduce the Limits of Liability available to pay judgments or settlements, and shall be applied against the retention amount. The Insurer does not assume any duty to defend. Please read this policy carefully and review its coverage with your insurance agent or broker.

DECLARATIONS

1. **NAMED ENTITY:** *SORRENTO THERAPEUTICS, INC.*

   Named Entity Address: *4955 DIRECTORS PLACE*
   SAN DIEGO, CA 92121

   State of Formation: *California*

2. **POLICY PERIOD:** From: *October 24, 2022* To: *October 24, 2023*
   The **Policy Period** incepts and expires as of 12:01 A.M. at the **Named Entity Address**.

3. **PREMIUM:** *$808,584*

4. **LIMIT OF LIABILITY:** *$2,500,000*

5. **RETENTION**: Not applicable to: (i) **Non-Indemnifiable Loss**, (ii) **Crisis Loss** or (iii) **Derivative Investigation Costs**.
   (a) **Securities Retention:** *$5,000,000*
   (b) **Employment Practices Retention:** *$5,000,000*
   (c) All other **Loss** to which a Retention applies : *$5,000,000*

   If the **Organizations** fail or refuse to satisfy an applicable Retention, this policy shall advance the **Loss** of an **Insured Person** pursuant to the ADVANCEMENT Clause.

6. **PASSPORT**: This policy [X] serves, or [ ] does not serve, as a master Passport policy.

1492674

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DECLARATIONS (Continued)

7. INSURER

(a) **INSURER ADDRESS:** *1271 Ave of the Americas, FL 37*
New York, NY 10020-1304

(b) **CLAIMS ADDRESS:** By E-Mail: c-claim@AIG.com
By Mail: *AIG, Financial Lines Claims*
P.O. Box 25947
Shawnee Mission, KS 66225

In either case, reference the Policy Number.

8. CONTINUITY DATES

(a) **Outside Entity Executive** Coverage--The date on which the **Executive** first served as an **Outside Entity Executive** of such **Outside Entity**.

(b) All other coverage: *July 7, 2008*

9. TRIA PREMIUM, TAXES AND SURCHARGES

(a) TRIA Premium *$0*

'**TRIA Premium**' means the premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act, as amended. Amount indicated above is included in **Premium.** A copy of the TRIA disclosure sent with the original quote is attached hereto.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.

PRESIDENT | AUTHORIZED REPRESENTATIVE | SECRETARY

MARSH & MCLENNAN AGENCY LLC
9171 TOWNE CENTRE DR.
STE 500
SAN DIEGO, CA 92122
1492674

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(RIGHT TO PURCHASE COVERAGE)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COPY OF DISCLOSURE SENT WITH ORIGINAL QUOTE

Insured Name: *SORRENTO THERAPEUTICS, INC.*

Policy Number: *01-615-28-54*
Policy Period Effective Date From: *October 24, 2022* To: *October 24, 2023*

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Executive Edge®

BROAD FORM MANAGEMENT LIABILITY INSURANCE POLICY

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In consideration of the payment of the premium, and each of their respective rights and obligations in this policy, the **Insureds** and the **Insurer** agree as follows:

1. INSURING AGREEMENTS

All coverage granted for **Loss** under this policy is provided solely with respect to: (i) **Claims** first made against an **Insured**, (ii) **Pre-Claim Inquiries** first received by an **Insured Person**, and (iii) **Crises** first occurring, in each such event, during the **Policy Period** or any applicable **Discovery Period** and reported to the **Insurer** as required by this policy. Subject to the foregoing and the other terms, conditions and limitations of this policy, this policy affords the following coverage:

A. Insured Person Coverage

This policy shall pay the **Loss** of any **Insured Person** that no **Organization** has indemnified or paid, and that arises from any:

(1) Claim (including any **Insured Person Investigation**) made against such **Insured Person** (including any **Outside Entity Executive**) for any **Wrongful Act** of such **Insured Person**; or

(2) Pre-Claim Inquiry, to the extent that such **Loss** is either **Pre-Claim Inquiry Costs** or **Liberty Protection Costs**.

B. Indemnification Of Insured Person Coverage

This policy shall pay the **Loss** of an **Organization** that arises from any:

(1) Claim (including any **Insured Person Investigation**) made against any **Insured Person** (including any **Outside Entity Executive**) for any **Wrongful Act** of such **Insured Person**; and

(2) Pre-Claim Inquiry, to the extent that such **Loss** is either **Pre-Claim Inquiry Costs** or **Liberty Protection Costs**;

but only to the extent that such **Organization** has indemnified such **Loss** of, or paid such **Loss** on behalf of, the **Insured Person**.

C. Organization Coverage

This policy shall pay the **Loss** of any **Organization**:

(1) arising from any **Securities Claim** made against such **Organization** for any **Wrongful Act** of such **Organization**;

(2) incurred as **Derivative Investigation Costs**, subject to a $250,000 aggregate sublimit of liability; or

(3) incurred by an **Organization** or on its behalf by any **Executives** of the **Organization** (including through any special committee) as **Defense Costs** in seeking the dismissal of any **Derivative Suit** against an **Insured**.

D. Crisisfund® Coverage

This policy shall pay the **Crisis Loss** of an **Organization**, up to the $100,000 **CrisisFund®**; provided that payment of any **Crisis Loss** under this policy shall not waive any of the **Insurer's** rights under this policy or at law.

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2. EXTENSIONS

A. *Executive Protection Suite*

Loss shall also mean the following items, provided that they arise out of a **Claim**:

(1) SOX 304 Costs;

(2) Extradition Costs;

(3) UK Corporate Manslaughter Act Defense Costs;

(4) Personal Reputation Expenses, subject to a $100,000 per **Executive** and a $500,000 aggregate sublimit of liability; and

(5) Asset Protection Costs, subject to a $50,000 per **Executive** and a $250,000 aggregate sublimit of liability.

B. *First Dollar E-Discovery Consultant Services*

For any **Securities Claim**, no Retention shall apply to the first $25,000 in **Defense Costs** incurred as **E-Discovery Consultant Services**.

C. *Worldwide & Cross-Border*

Worldwide Territory — The coverage afforded by this policy shall apply anywhere in the world.

Global Liberalization — For **Loss** from that portion of any **Claim** maintained in a **Foreign Jurisdiction** or to which the law of a **Foreign Jurisdiction** is applied, the **Insurer** shall apply the terms and conditions of this policy as amended to include those of the **Foreign Policy** in the **Foreign Jurisdiction** that are more favorable to **Insureds** in the **Foreign Jurisdiction**. This *Global Liberalization Clause* shall not apply to any provision of any policy that has worldwide effect, including but not limited to any provision addressing limits of liability (primary, excess or sublimits), retentions, other insurance, non-renewal, duty to defend, defense within or without limits, taxes, conformance to law or excess liability coverage, any claims made provisions, and any endorsement to this policy that excludes or limits coverage for specific events or litigation or that specifically states that it will have worldwide effect.

Passport Master Policy Program — If the Passport option box has been checked on the Declarations, then this policy shall act as a master policy and the coverage afforded by this policy shall be provided in conjunction with the Passport foreign underlyer policy issued in each jurisdiction selected by the **Named Entity**. The specific structure of the coverage provided by this master policy in conjunction with each Passport foreign underlyer policy is set forth in the Passport Structure Appendix attached to this policy.

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3. PROTECTIONS WHEN INDEMNIFICATION IS UNAVAILABLE

A. Advancement

If for any reason (including but not limited to insolvency) an **Organization** fails or refuses to advance, pay or indemnify covered **Loss** of an **Insured Person** within the applicable Retention, if any, then the **Insurer** shall advance such amounts on behalf of the **Insured Person** until either (i) an **Organization** has agreed to make such payments, or (ii) the Retention has been satisfied. In no event shall any such advancement by the **Insurer** relieve any **Organization** of any duty it may have to provide advancement, payment or indemnification to any **Insured Person**.

Advancement, payment or indemnification of an **Insured Person** by an **Organization** is deemed "failed" if it has been requested by an **Insured Person** in writing and has not been provided by, agreed to be provided by or acknowledged as an obligation by an **Organization** within 60 days of such request; and advancement, payment or indemnification by an **Organization** is deemed "refused" if an **Organization** gives a written notice of the refusal to the **Insured Person**. Advancement, payment or indemnification of an **Insured Person** by an **Organization** shall only be deemed "failed" or "refused" to the extent such advancement, payment or indemnification is not provided, or agreed to be provided, or acknowledged by and collectible from an **Organization**. Any payment or advancement by the **Insurer** within an applicable Retention shall apply towards the exhaustion of the **Limits of Liability**.

B. Order Of Payments

In the event of **Loss** arising from a covered **Claim(s)** and/or **Pre-Claim Inquiry(ies)** for which payment is due under the provisions of this policy, the **Insurer** shall in all events:

(1) First, pay all **Loss** covered under Insuring Agreement A. *Insured Person Coverage*;

(2) Second, only after payment of **Loss** has been made pursuant to subparagraph (1) above and to the extent that any amount of the **Limit of Liability** shall remain available, at the written request of the chief executive officer of the **Named Entity**, either pay or withhold payment of **Loss** covered under Insuring Agreement B. *Indemnification Of Insured Person Coverage*; and

(3) Lastly, only after payment of **Loss** has been made pursuant to subparagraphs (1) and (2) above and to the extent that any amount of the **Limit of Liability** shall remain available, at the written request of the chief executive officer of the **Named Entity**, either pay or withhold payment of **Loss** covered under Insuring Agreement C. *Organization Coverage* and Insuring Agreement D. *Crisisfund® Coverage*.

In the event the **Insurer** withholds payment pursuant to subparagraphs (2) and/or (3) above, then the **Insurer** shall, at such time and in such manner as shall be set forth in instructions of the chief executive officer of the **Named Entity**, remit such payment to an **Organization** or directly to or on behalf of an **Insured Person**.

C. Bankruptcy And Insolvency

Bankruptcy or insolvency of any **Organization** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this policy.

In such event, the **Insurer** and each **Organization** and **Insured Person** agree to cooperate in any efforts by the **Insurer** or any **Organization** or **Insured Person** to obtain relief for the benefit of the **Insured Persons** from any stay or injunction applicable to the distribution of the policy proceeds.

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4. EXCLUSIONS

A. *Full Severability Of Exclusions For Insured Persons*

In determining whether any of the following Exclusions apply, the **Wrongful Acts** of any **Insured Person** shall not be imputed to any other **Insured**. For Insuring Agreement C. *Organization Coverage*, only the **Wrongful Acts** of any chief executive officer, chief financial officer or general counsel (or equivalent position) of an **Organization** shall be imputed to such **Organization**.

B. *Exclusions*

The **Insurer** shall not be liable to make any payment for **Loss**, other than **Crisis Loss**, in connection with any **Claim** made against an **Insured**:

(1) *Conduct* — arising out of, based upon or attributable to any:

(a) remuneration, profit or other advantage to which the **Insured** was not legally entitled; or

(b) deliberate criminal or deliberate fraudulent act by the **Insured**;

if established by any final, non-appealable adjudication in any action or proceeding other than an action or proceeding initiated by the **Insurer** to determine coverage under the policy;

provided, however:

(i) Conduct Exclusion (a), above, shall not apply in a **Securities Claim** alleging violations of Section 11, 12 or 15 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations; and

(ii) with respect to Conduct Exclusion (b), for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred;

(2) *Pending & Prior Litigation* — alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (a) litigation; or (b) administrative or regulatory proceeding or investigation of which any **Insured** had notice; or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;

(3) *Personal Injury* — for emotional distress or mental anguish of any person, or for injury from libel, slander, defamation or disparagement, or a violation of a person's right of privacy; provided, however, this exclusion shall not apply to an **Employment Practices Claim** or a **Securities Claim**;

(4) *Bodily Injury & Property Damage* — for bodily injury (other than emotional distress or mental anguish), sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof; provided, however, this exclusion shall not apply to **UK Corporate Manslaughter Act Defense Costs** or a **Securities Claim**;

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B. *Exclusions* (Continued)

(5) *Entity v. Insured* that is brought by or on behalf of any **Organization** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**; provided, however, this exclusion shall not apply:

(a) to any **Defense Costs** which constitute **Non-Indemnifiable Loss** incurred by any **Insured Person** in defending any **Claim** against that **Insured Person**;

(b) to any **Derivative Suit** not brought, controlled or materially assisted by any **Organization**, any **Outside Entity** or any **Executive** of the foregoing; or

(c) if the **Organization** or **Outside Entity** is the subject of a bankruptcy case (or the equivalent in a **Foreign Jurisdiction**), unless the **Claim** is brought, controlled or materially assisted by any **Organization** or **Outside Entity**, the resulting debtor-in-possession (or foreign equivalent) of the debtor **Organization** or **Outside Entity** or any **Executive** of the foregoing;

(6) *ERISA* for any violation of responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar provisions of any state, local or foreign statutory or common law; or

(7) *Compensation & Labor Liability* for any violation of responsibilities, obligations or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification (WARN) Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Occupational Safety and Health Act (OSHA), or any federal, state, local or foreign law, amendment to a law, or any rule or regulation, that imposes or expands responsibilities, obligations or duties relating to compensation, retirement, benefits, deductions, withholdings, breaks or the workplace; provided, however, this exclusion shall not apply to the extent that a **Claim** is for discrimination, sexual or other harassment, wrongful termination or hostile work environment, or for **Retaliation**, or to the extent that a **Claim** is a **Securities Claim**.

5. RETENTION

No Retention is applicable to the following: (i) **Non-Indemnifiable Loss**; (ii) **Derivative Investigation Costs**; or (iii) **Crisis Loss**.

Except as provided above and in the *First Dollar E-Discovery Consultant Services Extension*, for each **Claim** or **Pre-Claim Inquiry**, the **Insurer** shall only be liable for the amount of covered **Loss** arising from such **Claim** or **Pre-Claim Inquiry** which is in excess of the applicable Retention set forth on the Declarations or in any endorsement to this policy. Amounts within the Retention shall remain uninsured.

A single Retention shall apply to **Loss** arising from all **Related Claims** and all **Related Pre-Claim Inquiries**. In the event a **Claim** or **Pre-Claim Inquiry** triggers more than one Retention, then, as to such **Claim** or **Pre-Claim Inquiry**, the highest of such Retentions shall be deemed the Retention applicable to **Loss** arising from such **Claim** or **Pre-Claim Inquiry** unless this policy expressly provides otherwise.

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6. LIMITS OF LIABILITY

The **Limit of Liability** stated in the Declarations is the aggregate limit of the **Insurer's** liability for all **Loss** (including **Defense Costs** and **Pre-Claim Inquiry Costs**) under this policy. The **Limit of Liability** and all sublimits of liability are collectively referred to in this policy as the **"Limits of Liability."**

Each aggregate sublimit of liability in this policy is the maximum limit of the **Insurer's** liability for all **Loss** under this policy that is subject to that aggregate sublimit of liability. Each per **Executive** sublimit of liability in this policy is the maximum limit of the **Insurer's** liability for all **Loss** of each **Executive** under this policy that is subject to that per **Executive** sublimit of liability. All sublimits of liability shall be part of, and not in addition to, the **Limit of Liability**. Each per **Executive** sublimit of liability shall be part of, and not in addition to, its corresponding aggregate sublimit of liability.

The **Limits of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Limits of Liability** for the **Policy Period**. Further, all **Related Claims** and all **Related Pre-Claim Inquiries** that are considered made or received during the **Policy Period** or **Discovery Period** pursuant to subparagraph (b) or (c) of Clause 7. *Notice And Reporting*, shall also be subject to the applicable **Limits of Liability** set forth in this policy.

Defense Costs are not payable by the **Insurer** in addition to the **Limits of Liability**. **Defense Costs** are part of **Loss** and as such are subject to the **Limits of Liability** for **Loss**.

7. NOTICE AND REPORTING

Notice hereunder shall be given in writing to the **Insurer** at the **Claims Address** indicated in the Declarations. If mailed or transmitted by electronic mail, the date of such mailing or transmission shall constitute the date that such notice was given and proof of mailing or transmission shall be sufficient proof of notice.

(a) *Reporting a Claim, Pre-Claim Inquiry or Crisis*

An **Organization** or an **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy:

(1) notify the **Insurer** in writing of a **Claim** made against an **Insured** or a **Crisis**; or

(2) if an **Insured** elects to seek coverage for **Pre-Claim Inquiry Costs** in connection with any **Pre-Claim Inquiry**, notify the **Insurer** in writing of that **Pre-Claim Inquiry**;

as soon as practicable after (i) the **Named Entity's** Risk Manager or General Counsel (or equivalent position) first becomes aware of the **Claim** or **Pre-Claim Inquiry**; or (ii) the **Crisis** commences. In all such events, notification must be provided no later than 60 days after the end of the **Policy Period** or the **Discovery Period** (if applicable).

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(b) *Relation Back to the First Reported Claim or Pre-Claim Inquiry*

Solely for the purpose of establishing whether any subsequent **Related Claim** was first made or a **Related Pre-Claim Inquiry** was first received during the **Policy Period** or **Discovery Period** (if applicable), if during any such period:

(1) a **Claim** was first made and reported in accordance with Clause 7(a) above, then any **Related Claim** that is subsequently made against an **Insured** and that is reported in accordance with Clause 7(a) above shall be deemed to have been first made at the time that such previously reported **Claim** was first made; and

(2) a **Pre-Claim Inquiry** was actually first received by an **Insured Person** and reported in accordance with Clause 7(a) above, then:

(i) any **Related Pre-Claim Inquiry** that is reported in accordance with Clause 7(a) above shall be deemed to be a **Pre-Claim Inquiry** first received at the time that such previously reported **Pre-Claim Inquiry** was first received by an **Insured Person**; and

(ii) any subsequent **Related Claim** that is reported in accordance with Clause 7(a) above shall be deemed to be a **Claim** first made at the time that such previously reported **Pre-Claim Inquiry** was first received by an **Insured Person**.

With respect to any subsequent **Related Pre-Claim Inquiry**, this policy shall not cover **Loss** incurred before such subsequent **Related Pre-Claim Inquiry** is actually received by an **Insured Person**, and with respect to any subsequent **Related Claim**, this policy shall not cover **Loss** incurred before such subsequent **Related Claim** is actually made against an **Insured**. **Claims** actually first made or deemed first made prior to the inception date of this policy, **Pre-Claim Inquiries** first received or deemed first received by an **Insured Person** prior to the inception date of this policy, and **Claims** or **Pre-Claim Inquiries** arising out of any circumstances of which notice has been given under any directors and officers liability insurance policy in force prior to the inception date of this policy, are not covered under this policy.

(c) *Relation Back to Reported Circumstances Which May Give Rise to a Claim*

If during the **Policy Period** or **Discovery Period** (if applicable) an **Organization** or an **Insured Person** becomes aware of and notifies the **Insurer** in writing of circumstances that may give rise to a **Claim** being made against an **Insured** and provides details as required below, then any **Claim** that is subsequently made against an **Insured** that arises from such circumstances and that is reported in accordance with Clause 7(a) above shall be deemed to have been first made at the time of the notification of circumstances for the purpose of establishing whether such subsequent **Claim** was first made during the **Policy Period** or during the **Discovery Period** (if applicable). Coverage for **Loss** arising from any such subsequent **Claim** shall only apply to **Loss** incurred after that subsequent **Claim** is actually made against an **Insured**. In order to be effective, notification of circumstances must specify the facts, circumstances, nature of the alleged **Wrongful Act** anticipated and reasons for anticipating such **Claim**, with full particulars as to dates, persons and entities involved; however, notification that includes a copy of an agreement to toll a statute of limitations shall be presumed sufficiently specific as to the potential **Claims** described within that agreement.

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8. DISCOVERY

Bilateral Discovery Options

Except as indicated below, if the **Named Entity** shall cancel or the **Named Entity** or the **Insurer** shall refuse to renew or replace this policy, the **Insureds** shall have the right to a period of one to six years following the effective date of such cancellation or nonrenewal (the "**Discovery Period**"), upon payment of the respective "**Additional Premium Amount**" described below, in which to give to the **Insurer** written notice pursuant to Clause 7(a) and Clause 7(c) of the policy of: (i) **Claims** first made against an **Insured**; (ii) **Pre-Claim Inquiries** first received by an **Insured Person**; and (iii) circumstances of which an **Organization** or an **Insured** shall become aware, in any such case, during said **Discovery Period** and solely with respect to a **Wrongful Act** that occurs prior to the end of the **Policy Period**.

Discovery Premium

The **Additional Premium Amount** for: (a) one year shall be no more than 125% of the **Full Annual Premium**; (b) two to six years shall be an amount to be determined by the **Insurer**. As used herein, "**Full Annual Premium**" means the premium level in effect immediately prior to the end of the **Policy Period**.

Transaction Option

In the event of a **Transaction**, the **Named Entity** shall have the right to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**). The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions, exclusions and additional premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

The **Discovery Period** is not cancelable and the additional premium charged is non-refundable in whole or in part. This *Discovery Clause* shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this *Discovery Clause* shall terminate unless written notice by any **Insured** of election of a **Discovery Period**, together with the additional premium due, is received by the **Insurer** no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or **Transaction**.

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9. DEFENSE AND SETTLEMENT

A. For Claims And Pre-Claim Inquiries

(1) *No Duty to Defend or Investigate*

The **Insureds** shall defend and contest any **Claim** made against them. The **Insurer** does not assume any duty to defend or investigate.

(2) *Advancement*

Once the **Insurer** has received written notice of a **Claim** or **Pre-Claim Inquiry** under this policy, it shall advance, excess of any applicable Retention, covered **Defense Costs** or **Pre-Claim Inquiry Costs**, respectively, on a current basis, but no later than 90 days after the **Insurer** has received itemized bills for those **Defense Costs** or **Pre-Claim Inquiry Costs**. Such advance payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured Person** or **Organization**, severally according to their respective interests, in the event and to the extent that any such **Insured Person** or **Organization** shall not be entitled under this policy to payment of such **Loss**.

(3) *Claims Participation and Cooperation*

The **Insurer** shall have the right, but not the obligation, to fully and effectively associate with each and every **Organization** and **Insured Person** in the defense and prosecution of any **Claim** or **Pre-Claim Inquiry** that involves, or appears reasonably likely to involve the **Insurer**, including, but not limited to, negotiating a settlement. Each and every **Organization** and **Insured Person** shall give the **Insurer** full cooperation and such information as it may reasonably require.

The failure of any **Insured Person** to give the **Insurer** cooperation and information as required in the preceding paragraph shall not impair the rights of any other **Insured Person** under this policy.

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any **Defense Costs** or **Pre-Claim Inquiry Costs**, without the prior written consent of the **Insurer**. Such consent shall not be unreasonably withheld.

(4) *Full Settlement Within Retention/ Consent Waived*

If all **Insured** defendants are able to dispose of all **Claims** and/or **Pre-Claim Inquiries** which are subject to one Retention (inclusive of **Defense Costs**) for an amount not exceeding the Retention, then the **Insurer's** consent shall not be required for such disposition.

(5) *Applicability*

This *Defense and Settlement Clause* is not applicable to **Crisis Loss** or **Personal Reputation Expenses**. Nevertheless the **Insurer** does not, under this policy, assume any duty to defend.

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B. Pre-Authorized Securities Defense Attorneys

The list of approved panel counsel law firms ("**Panel Counsel**") is accessible through the online directory at http://www.aig.com/us/panelcounseldirectory under the "Directors & Officers (Securities Claims)" link. The list provides the **Insureds** with a choice of law firms from which a selection of legal counsel shall be made to conduct the defense of any **Securities Claim** made against such **Insureds**. With the express prior written consent of the **Insurer**, an **Insured** may select a **Panel Counsel** different from that selected by another **Insured** defendant if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable. The list of **Panel Counsel** may be amended from time to time by the **Insurer**. However, if a firm is removed from the list during the **Policy Period**, the **Insureds** shall be entitled to select such firm to conduct the defense of any **Securities Claim** made against such **Insureds** during the **Policy Period**.

The **Insureds** shall select a **Panel Counsel** to defend the **Securities Claim** made against the **Insureds** in the jurisdiction in which the **Securities Claim** is brought. In the event the **Claim** is brought in a jurisdiction not included on the list, the **Insureds** shall select a **Panel Counsel** in the listed jurisdiction which is the nearest geographic jurisdiction to either where the **Securities Claim** is brought or where the corporate headquarters of the **Named Entity** is located. In such instance the **Insureds** also may, with the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld, select a non-**Panel Counsel** in the jurisdiction in which the **Securities Claim** is brought to function as "local counsel" on the **Claim** to assist the **Panel Counsel** which will function as "lead counsel" in conducting the defense of the **Securities Claim**. This *Pre-Authorized Securities Defense Attorneys Clause* does not apply to **Defense Costs** solely relating to **Extradition** even if the underlying **Wrongful Acts** relate to a **Securities Claim.**

C. Pre-Approved E-Consultant Firms

The list of pre-approved e-discovery consulting firms ("**E-Consultant Firms**") is accessible through the online directory at http://www.aig.com/us/panelcounseldirectory under the "e-Consultant Panel Members" link. The list provides the **Insureds** with a choice of firms from which a selection of an **E-Consultant Firm** shall be made. Any **E-Consultant Firm** may be hired by an **Insured** to perform **E-Discovery Consultant Services** without further approval by the **Insurer**.

D. Allocation

An **Organization** is covered, subject to the policy's terms, conditions and limitations, only with respect to: (1) its indemnification of its **Insured Persons** as respects a **Claim** against or **Pre-Claim Inquiry** received by such **Insured Persons**; (2) a **Securities Claim** against such **Organization**; (3) **Crisis Loss**; and (4) **Derivative Investigation Costs**. Accordingly, the **Insurer** has no obligation under this policy for defense or other costs incurred by, judgments against or settlements by an **Organization** arising out of a **Claim** made against an **Organization** except as respects coverage for a **Securities Claim**, or any obligation to pay loss arising out of any legal liability that an **Organization** has to a claimant, except as respects a covered **Securities Claim** against such **Organization**.

With respect to: (i) **Defense Costs** jointly incurred by; (ii) any joint settlement entered into by; and/or (iii) any judgment of joint and several liability against any **Organization** and any **Insured Person** in connection with any **Claim** other than a **Securities Claim**, such **Organization** and such **Insured Person** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts as between such **Organization**, such **Insured Person** and the **Insurer**, taking into account the relative legal and financial exposures, and the relative benefits obtained by such **Insured Person** and such **Organization**. In the event that a determination as to the amount of **Defense Costs** to be advanced under this policy cannot be agreed to, then the

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Insurer shall advance **Defense Costs** excess of any applicable Retention which the **Insurer** states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

10. CHANGES TO INSUREDS

A. Transactions

In the event of a **Transaction** during the **Policy Period**, this policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the effective time of the **Transaction**, but there shall be no coverage afforded by any provision of this policy for any **Wrongful Act** alleged to have occurred after the effective time of the **Transaction**. This policy may not be canceled after the effective time of the **Transaction** and no portion of the premium paid for this policy shall be refundable. The **Named Entity** shall also have the right to an offer by the **Insurer** of a **Discovery Period** described in the *Transaction Option* paragraph of Clause 8. *Discovery*.

B. Subsidiary Additions

In addition to the definition of **"Subsidiary"** set forth in Clause 13. *Definitions*, **Subsidiary** also means any for-profit entity: (i) that is not formed as a partnership, (ii) of which the **Named Entity** first had **Management Control** during the **Policy Period**, whether directly or indirectly through one or more other **Subsidiaries**, and (iii) whose assets amount to:

(1) less than 25% of the total consolidated assets of each and every **Organization** as reported in the **Named Entity's** most recent public filing; or

(2) 25% or more of those total consolidated assets, but such entity shall be a **"Subsidiary"** only: (i) for a period of sixty (60) days from the date the **Named Entity** first had **Management Control** of such entity; or (ii) until the end of the **Policy Period**, whichever expires or ends first (the **"Auto-Subsidiary Period"**);

provided that, with respect only to entities described in subparagraph (2) above, the **Named Entity** or any other **Insured** shall report such **Subsidiary** to the **Insurer**, in writing, prior to the end of the **Policy Period**.

The **Insurer** shall extend coverage for any **Subsidiary** described in subparagraph (2) above, and any **Insured Person** thereof, beyond its respective **Auto-Subsidiary Period** if during such **Auto-Subsidiary Period**, the **Named Entity** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and amendment of the provisions of this policy required by the **Insurer** relating to such **Subsidiary**. Further, coverage as shall be afforded to any **Subsidiary** and any **Insured Person** thereof is conditioned upon the **Named Entity** paying when due any additional premium required by the **Insurer** relating to such **Subsidiary**.

C. Former Subsidiaries

In the event the **Named Entity** loses **Management Control** of a **Subsidiary** during or prior to the **Policy Period**, coverage with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this policy but only with respect to **Claims** for **Wrongful Acts** that occurred or are alleged to have occurred during the time that the **Named Entity** had **Management Control** of such entity either directly or indirectly through one or more of its **Subsidiaries**.

D. Scope Of Subsidiary Coverage

Coverage as is afforded under this policy with respect to a **Claim** made against any **Subsidiary** and/or any **Insured Person** thereof shall only apply for **Wrongful Acts** committed or allegedly committed during the time that such **Subsidiary** and such **Insured Person** meet the respective definitions of **Subsidiary** and **Insured Person** set forth in this policy.

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11. APPLICATION AND UNDERWRITING

A. Application And Reliance

The **Insurer** has relied upon the accuracy and completeness of the statements, warranties and representations contained in the **Application**. All such statements, warranties and representations are the basis for this policy and are to be considered as incorporated into this policy.

B. Renewal Application Procedure

A written renewal application form is not required in order to receive a renewal quote from the **Insurer**, although the **Insurer** reserves the right to require specific information upon renewal.

C. Insured Person Coverage Non-Rescindable

Under no circumstances shall the coverage provided by this policy for **Loss** under Insuring Agreement A. *Insured Person Coverage* be deemed void, whether by rescission or otherwise, once the premium has been paid.

D. Severability Of The Application

The **Application** shall be construed as a separate application for coverage by each **Insured Person**. With respect to the **Application**, no knowledge possessed by any **Organization** or any **Insured Person** shall be imputed to any other **Insured Person**.

If the statements, warranties and representations in the **Application** were not accurate and complete and materially affected either the acceptance of the risk or the hazard assumed by the **Insurer** under the policy, then the **Insurer** shall have the right to void coverage under this policy, *ab initio*, with respect to:

(1) **Loss** under Insuring Agreement B. *Indemnification Of Insured Person Coverage* for the indemnification of any **Insured Person** who knew, as of the inception date of the **Policy Period**, the facts that were not accurately and completely disclosed; and

(2) **Loss** under Insuring Agreement C. *Organization Coverage* if any **Insured Person** who is or was a chief executive officer or chief financial officer of the **Named Entity** knew, as of the inception date of the **Policy Period**, the facts that were not accurately and completely disclosed.

The foregoing applies even if the **Insured Person** did not know that such incomplete or inaccurate disclosure had been provided to the **Insurer** or included within the **Application**.

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12. GENERAL TERMS AND CONDITIONS

A. Payments And Obligations Of Organizations And Others

1. INDEMNIFICATION BY ORGANIZATIONS

The **Organizations** agree to indemnify the **Insured Persons** and/or advance **Defense Costs** to the fullest extent permitted by law. If the **Insurer** pays under this policy any indemnification or advancement owed to any **Insured Person** by any **Organization** within an applicable Retention, then that **Organization** shall reimburse the **Insurer** for such amounts and such amounts shall become immediately due and payable as a direct obligation of the **Organization** to the **Insurer**. The failure of an **Organization** to perform any of its obligations to indemnify the **Insured Persons** and/or advance **Defense Costs** under this policy shall not impair the rights of any **Insured Person** under this policy.

2. OTHER INSURANCE AND INDEMNIFICATION

Such insurance as is provided by this policy shall apply only as excess over any other valid and collectible directors and officers liability insurance, unless such other insurance is specifically written as excess insurance over the **Limit of Liability** provided by this policy. This policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**. Such insurance as is provided by this policy shall apply as primary to any personal "umbrella" excess liability insurance purchased by an **Insured Person**.

With respect to **Employment Practices Claims**, such insurance as is provided by this policy shall apply only as excess of any other valid and collectible employment practices liability insurance, unless such other insurance is specifically written as excess insurance over the **Limit of Liability** provided by this policy. If according to the terms and conditions of any employment practices liability insurance policy providing coverage for an **Employment Practices Claim** made against an **Insured**, an insurer issuing such policy is not liable for **Loss**, then the **Insurer** shall be liable for payment of the portion of such **Loss** constituting covered **Loss** under this policy (specifically excess of any other valid and collectible employment practices liability insurance providing coverage for such **Loss**).

In the event of a **Claim** made against an **Outside Entity Executive**, coverage as is afforded by this policy, whether under the *Insured Person Coverage* or the *Indemnification Of Insured Person Coverage*, shall be specifically excess of: (a) any indemnification provided by an **Outside Entity**; and (b) any insurance coverage afforded to an **Outside Entity** or its **Executives** applicable to such **Claim**. Further, in the event such other **Outside Entity** insurance is provided by the **Insurer** or any other insurance company affiliate thereof ("**Other Policy**") (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a claim as required), then the **Insurer's** maximum aggregate **Limit of Liability** for all **Loss** under this policy, as respects any such **Claim**, shall be reduced by the amount recoverable under such **Other Policy** for loss incurred in connection with such **Claim**.

3. SUBROGATION

To the extent of any payment under this policy, the **Insurer** shall be subrogated to all of the **Organizations'** and **Insureds'** rights of recovery. Each **Organization** and each **Insured Person** shall execute all papers reasonably required and provide reasonable assistance and cooperation in securing or enabling the **Insurer** to exercise subrogation rights or any other rights, directly or in the name of the **Organization** or any **Insured Person**.

In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this policy unless the Conduct Exclusion applies with regard to such **Insured**.

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4. RECOVERY OF LIMITS

In the event the **Insurer** recovers amounts it paid under this policy, the **Insurer** will reinstate the **Limits of Liability** of this policy to the extent of such recovery, less its costs incurred in administering and obtaining such recovery. The **Insurer** assumes no duty to seek a recovery of any amounts paid under this policy. The **Insurer**, in its sole and absolute discretion, shall determine the amounts to be credited, if any, toward a reinstatement of the **Limits of Liability**.

B. Cancellation

The **Named Entity** may cancel this policy at any time by mailing written prior notice to the **Insurer** or by surrender of this policy to the **Insurer** or its authorized agent. This policy may only be canceled by or on behalf of the **Insurer** in the event of non-payment of premium by the **Named Entity**. In the event of non-payment of premium by the **Named Entity**, the **Insurer** may cancel this policy by delivering to the **Named Entity** or by mailing to the **Named Entity**, by registered, certified, or other first class mail, at the **Named Entity Address**, written notice stating when, not less than 15 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender. The **Insurer** shall have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect. If the **Named Entity** shall cancel this policy, the **Insurer** shall retain the *pro rata* proportion of the premium herein.

C. Notice And Authority

The **Named Entity** shall act on behalf of its **Subsidiaries** and each and every **Insured** with respect to the giving of notice of a **Claim, Pre-Claim Inquiry**, **Crisis** or circumstance, the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, and the receipt and acceptance of any endorsements issued to form a part of this policy and the exercising or declining of any right to a **Discovery Period**; provided, however, that the foregoing shall not limit the ability of an **Organization** or **Insured** to provide notice of a **Claim, Pre-Claim Inquiry**, **Crisis** or circumstance in accordance with Clause 7. *Notice And Reporting*, or to elect discovery and pay the **Additional Premium Amount** (as defined in Clause 8. *Discovery*).

D. Currency

All premiums, limits, retentions, **Loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or other elements of **Loss** are stated or incurred in a currency other than United States of America dollars, payment of covered **Loss** due under this policy (subject to the terms, conditions and limitations of this policy) will be made either in such other currency (at the option of the **Insurer** and if agreeable to the **Named Entity**) or, in United States of America dollars, at the rate of exchange published in The Wall Street Journal on the date the **Insurer's** obligation to pay such **Loss** is established (or if not published on such date the next publication date of The Wall Street Journal).

E. Assignment

This policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

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F. Disputes

1. ALTERNATIVE DISPUTE RESOLUTION

ADR Options

All disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Loss**, shall be submitted to an alternative dispute resolution (ADR) process as provided in this clause. The **Named Entity** may elect the type of ADR process discussed below; provided, however, that absent a timely election, the **Insurer** may elect the type of ADR. In that case, the **Named Entity** shall have the right to reject the **Insurer's** choice of the type of ADR process at any time prior to its commencement, after which, the **Insured's** choice of ADR shall control.

Mediation

In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 90 days shall have elapsed from the date of the termination of the mediation.

Arbitration

In the event of arbitration, the decision of the arbitrator(s) shall be final, binding and provided to both parties, and the arbitration award shall not include attorney's fees or other costs.

ADR Process

Selection of Arbitrator(s) or Mediator: The **Insurer** and the **Named Entity** shall mutually consent to: (i) in the case of arbitration, an odd number of arbitrators which shall constitute the arbitration panel, or (ii) in the case of mediation, a single mediator. The arbitrator, arbitration panel members or mediator must be disinterested and have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the absence of agreement, the **Insurer** and the **Named Entity** each shall select one arbitrator, the two arbitrators shall select a third arbitrator, and the panel shall then determine applicable procedural rules.

ADR Rules: In considering the construction or interpretation of the provisions of this policy, the mediator or arbitrator(s) must give due consideration to the general principles of the law of the **State of Formation** of the **Named Entity**. Each party shall share equally the expenses of the process elected. At the election of the **Named Entity**, either choice of ADR process shall be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state reflected in the **Named Entity Address**. The **Named Entity** shall act on behalf of each and every **Insured** under this *Alternative Dispute Resolution Clause*. In all other respects, the **Insurer** and the **Named Entity** shall mutually agree to the procedural rules for the mediation or arbitration. In the absence of such an agreement, after reasonable diligence, the arbitrator(s) or mediator shall specify commercially reasonable rules.

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2. ACTION AGAINST INSURER

Except as provided in Clause 12.F.1. *Alternative Dispute Resolution*, no action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, or until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against such **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**.

Any **Insured** or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the **Insurer** as a party to any action against any **Insured** or **Organization** to determine the **Insured's** liability, nor shall the **Insurer** be impleaded by any **Insured Person**, his or her spouse or legally recognized domestic partner, any **Organization** or any legal representative of the foregoing.

G. Spousal, Domestic Partner And Legal Representative Extension

If a **Claim** against an **Insured Person** includes a **Claim** against: (i) the lawful spouse or legally recognized domestic partner of such **Insured Person**; or (ii) a property interest of such spouse or domestic partner, and such **Claim** arises from any actual or alleged **Wrongful Act** of such **Insured Person**, this policy shall pay covered **Loss** arising from the **Claim** made against such spouse or domestic partner or the property of such spouse or domestic partner to the extent that such **Loss** does not arise from a **Claim** for any actual or alleged act, error or omission of such spouse or domestic partner. This policy shall pay covered **Loss** arising from a **Claim** made against the estates, heirs, or legal representatives of any deceased **Insured Person**, and the legal representatives of any **Insured Person** in the event of incompetence, insolvency or bankruptcy, who was an **Insured Person** at the time the **Wrongful Acts** upon which such **Claim** is based were alleged to have been committed.

H. Conformance To Law

In the event that there is an inconsistency between: (i) any period of limitation in this policy relating to the giving of notice of cancellation or discovery/extended reporting election, and (ii) the minimum or maximum period required by applicable law, where such law allows, the **Insurer** will resolve the inconsistency by applying the notice period that is more favorable to the **Insureds**. Otherwise, the notice period is hereby amended to the extent necessary to conform to applicable law.

Coverage under this policy shall not be provided to the extent prohibited by any law.

I. Headings

The descriptions in the headings and the Guide of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

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13. DEFINITIONS

Terms with "**Bold**" typeface are used in this policy with the meanings and values ascribed to them below and/or in the Declarations:

Application means:

(1) the written statements and representations made by an **Insured** and provided to the **Insurer** during the negotiation of this policy, or contained in any application or other materials or information provided to the **Insurer** in connection with the underwriting of this policy;

(2) all warranties executed by or on behalf of an **Insured** and provided to the **Insurer** in connection with the underwriting of this policy or the underwriting of any other directors and officers (or equivalent) liability policy issued by the **Insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time; and

(3) each and every public filing by or on behalf of an **Organization** made with the SEC, including but not limited to the **Organization's** Annual Report(s), 10Ks, 10Qs, 8Ks and proxy statements, any financial information in such filings, and any certifications relating to the accuracy of the foregoing, provided that such public filing was filed during the 12 month period immediately preceding the inception of the **Policy Period**.

Asset Protection Costs means reasonable and necessary fees, costs and expenses consented to by the **Insurer** incurred by an **Executive** of an **Organization** to oppose any efforts by an **Enforcement Body** to seize or otherwise enjoin the personal assets or real property of such **Executive** or to obtain the discharge or revocation of a court order entered during the **Policy Period** in any way impairing the use thereof.

Claim means:

(1) a written demand for monetary, non-monetary or injunctive relief, including, but not limited to, any demand for mediation, arbitration or any other alternative dispute resolution process;

(2) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by: (i) service of a complaint or similar pleading; (ii) return of an indictment, information or similar document (in the case of a criminal proceeding); or (iii) receipt or filing of a notice of charges;

(3) an **Insured Person Investigation**;

(4) a **Derivative Demand**;

(5) an official request for **Extradition** of any **Insured Person**, or the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of **Extradition**.

"**Claim**" shall include any **Securities Claim** and any **Employment Practices Claim**.

Crisis has the meaning as defined in the CrisisFund® Appendix attached to this policy.

CrisisFund® means in the case of all **Crisis Loss**, including **Delisting Crisis Loss**, $100,000 for all **Crisis Loss** in the aggregate for all **Crises** first occurring during the **Policy Period** or any applicable **Discovery Period**.

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Crisis Loss has the meaning as defined in the CrisisFund® Appendix attached to this policy. **"Delisting Crisis Loss"** means a **Crisis Loss** resulting solely from a **Delisting Crisis** (as defined in the CrisisFund ® Appendix).

Defense Costs means reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including the cost of **E-Discovery Consultant Services** and premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) resulting solely from:

(1) the investigation, adjustment, defense and/or appeal of a **Claim** against an **Insured**; or

(2) an **Insured Person** lawfully: (i) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Person**; or (ii) appealing any order or other grant of **Extradition** of that **Insured Person.**

Defense Costs shall not include: (i) **Derivative Investigation Costs,** (ii) **Pre-Claim Inquiry Costs**, or (iii) the compensation of any **Insured Person**.

Derivative Demand means a written demand by any shareholder of an **Organization** upon the board of directors (or equivalent management body) of such **Organization** to commence a civil action on behalf of the **Organization** against any **Executive** of the **Organization** for any actual or alleged wrongdoing on the part of such **Executive**.

Derivative Investigation means, after receipt by any **Insured** of a **Claim** that is either a **Derivative Suit** or a **Derivative Demand**, any investigation conducted by the **Organization**, or on behalf of the **Organization** by its board of directors (or the equivalent management body) or any committee of the board of directors (or equivalent management body), as to how the **Organization** should respond.

Derivative Investigation Costs means reasonable and necessary costs, charges, fees and expenses consented to by the **Insurer** and incurred by the **Organization**, or on behalf of the **Organization** by its board of directors (or the equivalent management body) or any committee of the board of directors (or equivalent management body), in connection with a **Derivative Investigation**. **Derivative Investigation Costs** shall not include the compensation of any **Insured Person**.

Derivative Suit means a lawsuit purportedly brought derivatively on behalf of an **Organization** by a shareholder of such **Organization** against an **Executive** of the **Organization**.

E-Discovery Consultant Services means solely the following services performed by an **E-Consultant Firm:**

(1) assisting the **Insured** with managing and minimizing the internal and external costs associated with the development, collection, storage, organization, cataloging, preservation and/or production of electronically stored information (**"E-Discovery"**);

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(2) assisting the **Insured** in developing or formulating an **E-Discovery** strategy which shall include interviewing qualified and cost effective **E-Discovery** vendors;

(3) serving as project manager, advisor and/or consultant to the **Insured**, defense counsel and the **Insurer** in executing and monitoring the **E-Discovery** strategy; and

(4) such other services provided by the **E-Consultant Firm** that the **Insured, Insurer** and **E-Consultant Firm** agree are reasonable and necessary given the circumstances of the **Securities Claim**.

Employee means any past, present or future employee, other than an **Executive** of an **Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal and temporary employee.

Employment Practices Claim means a Claim alleging any:

(1) **Employment Practices Violation**; or

(2) **Third-Party EPL Violation**.

Employment Practices Retention means the Retention applicable to **Loss** that arises out of an **Employment Practices Claim**.

Employment Practices Violation means any actual or alleged:

(1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;

(2) harassment (including workplace bullying, sexual harassment whether "quid pro quo", hostile work environment or otherwise);

(3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);

(4) **Retaliation**;

(5) employment-related misrepresentation(s) to an **Employee** of the **Organization**;

(6) employment-related libel, slander, humiliation, defamation or invasion of privacy;

(7) wrongful failure to employ or promote;

(8) wrongful deprivation of career opportunity with the **Organization**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

(9) wrongful discipline;

(10) failure to grant tenure; or

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(11) with respect to any of the foregoing items (1) through (10) of this definition: negligent hiring, retention, training or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights;

but only if the **Employment Practices Violation** relates to an **Employee** of an **Organization** or an **Outside Entity**, or an applicant for employment with an **Organization** or an **Outside Entity**, whether committed directly, indirectly, intentionally or unintentionally.

Enforcement Body means: (i) any federal, state, local or foreign law enforcement authority or other governmental investigative authority (including, but not limited to, the U.S. Department of Justice, the U.S. Securities and Exchange Commission and any attorney general), or (ii) the enforcement unit of any securities or commodities exchange or other self-regulatory organization.

Executive means any:

(1) past, present and future duly elected or appointed director, officer, trustee or governor of a corporation, management committee member of a joint venture and member of the management board of a limited liability company (or equivalent position);

(2) past, present and future person in a duly elected or appointed position in an entity organized and operated in a **Foreign Jurisdiction** that is equivalent to an executive position listed in subparagraph (1) above, or a member of the senior-most executive body (including, but not limited to, a supervisory board); and

(3) past, present and future General Counsel and Risk Manager (or equivalent position) of the **Named Entity**.

Extradition means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

Extradition Costs means **Defense Costs** incurred by an **Insured** in lawfully opposing any effort to obtain the **Extradition** of an **Insured Person**.

Foreign Jurisdiction means any jurisdiction, other than the United States of America or any of its territories or possessions.

Foreign Policy means the standard executive managerial liability policy (including all mandatory endorsements, if any) approved by the **Insurer** or any of its affiliates to be sold within a **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this policy. If more than one such policy exists, then "**Foreign Policy**" means the standard basic policy form most recently offered for sale for comparable risks by the **Insurer** or any of its affiliates in that **Foreign Jurisdiction**. The term "**Foreign Policy**" shall not include any partnership managerial, pension trust or professional liability coverage.

Insured means any:

(1) **Insured Person**; or

(2) **Organization**.

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Insured Person means any:

(1) **Executive** of an **Organization**;

(2) **Employee** of an **Organization**; or

(3) **Outside Entity Executive**.

Insured Person Investigation means any civil, criminal, administrative or regulatory investigation of an **Insured Person**:

(1) once the **Insured Person** is identified in writing by an **Enforcement Body** as a target of an investigation that may lead to a criminal, civil, administrative, regulatory or other enforcement proceeding;

(2) in the case of an investigation by the SEC or any state, local or foreign body with similar regulation or enforcement authority, after the service of a subpoena (or in a **Foreign Jurisdiction**, the equivalent legal process) upon the **Insured Person**; or

(3) commenced by the arrest and detainment or incarceration for more than 24 hours of an **Insured Person** by any law enforcement authority in a **Foreign Jurisdiction**.

Writings which may identify an **Insured Person** as a target can include a target or "Wells" letter, whether or not labeled as such.

Liberty Protection Costs means:

(1) reasonable and necessary fees, costs and expenses consented to by the **Insurer** and incurred by an **Insured Person** in order for an **Insured Person** to lawfully seek the release of the **Insured Person** from any pre-**Claim** arrest or confinement to a (i) specified residence or (ii) secure custodial premises operated by or on behalf of any law enforcement authority; or

(2) reasonable and necessary premiums (but not collateral) consented to by the **Insurer** and incurred by an **Insured Person** for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Person** for a specified amount required by a court that are incurred or required outside the United States of America during the **Policy Period**, if such premiums: (i) arise out of an actual or alleged **Wrongful Act**, or (ii) are incurred solely by reason of such **Insured Person's** status as an **Executive** or **Employee** of an **Organization**; and, in either case, no **Claim** has been made and no **Pre-Claim Inquiry** is known.

Loss means damages, settlements, judgments (including pre/post-judgment interest on a covered judgment), **Defense Costs**, **Crisis Loss**, **Derivative Investigation Costs**, **Liberty Protection Costs** and **Pre-Claim Inquiry Costs**; however, "**Loss**" (other than **Defense Costs**) shall not include: (1) civil or criminal fines or penalties; (2) taxes; (3) punitive or exemplary damages; (4) the multiplied portion of multiplied damages; (5) cleanup costs relating to hazardous materials, pollution or product defects; (6) any amounts for which an **Insured** is not financially liable or which are without legal recourse to an **Insured**; and (7) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. Notwithstanding the foregoing subparagraph (7), the **Insurer** shall not assert that, in a **Securities Claim** alleging violations of Section 11, 12 or 15 of the Securities Act of

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1933, as amended, the portion of any amounts incurred by **Insureds** which is attributable to such violations constitutes uninsurable loss, and, unless precluded from doing so in a court order, shall treat that portion of all such settlements, judgments and **Defense Costs** as constituting **Loss** under this policy.

Notwithstanding the foregoing paragraph, **Loss** shall specifically include (subject to this policy's other terms, conditions and limitations, including but not limited to the Conduct Exclusion): (1) civil penalties assessed against any **Insured Person** pursuant to Section 2(g)(2)(B) of the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-2(g)(2)(B); and (2) solely with respect to **Claims** other than **Employment Practices Claims**, punitive, exemplary and multiplied damages. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such penalties and punitive, exemplary and multiple damages.

In the event of a **Claim** alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all the ownership interest in or assets of an entity is inadequate, **Loss** with respect to such **Claim** shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to **Defense Costs** or to any **Non-Indemnifiable Loss** in connection therewith.

Management Control means:

(1) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; or the members of the management board of a limited liability company; or

(2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an **Organization**, to elect, appoint or designate a majority of: the Board of Directors of a corporation; the management committee of a joint venture; or the management board of a limited liability company.

Non-Indemnifiable Loss means **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Insured Person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **Organization**.

Organization means:

(1) the **Named Entity**;

(2) each **Subsidiary**; and

(3) in the event a bankruptcy proceeding shall be instituted by or against any of the foregoing entities, the resulting debtor-in-possession (or equivalent status outside the United States of America), if any.

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Outside Entity means any: (1) not-for-profit entity; or (2) other entity listed as an "**Outside Entity**" in an endorsement attached to this policy.

Outside Entity Executive means any: (1) **Executive** of an **Organization** who is or was acting at the specific request or direction of an **Organization** as an **Executive** of an **Outside Entity**; or (2) any other person listed as an **Outside Entity Executive** in an endorsement attached to this policy.

In the event of a disagreement between the **Organization** and an **Outside Entity Executive** as to whether such **Insured** was acting "at the specific request or direction of the **Organization**," this policy shall abide by the determination of the **Organization** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** against such **Outside Entity Executive** is made. In the event no notice of any such determination is given to the **Insurer** within such period, this policy shall apply as if the **Organization** determined that such **Outside Entity Executive** was not acting at the **Organization's** specific request or direction.

Personal Reputation Crisis means any negative statement that is included in any press release or published by any print or electronic media outlet regarding an **Executive** of an **Organization** made during the **Policy Period** by any individual authorized to speak on behalf of an **Enforcement Body**.

Personal Reputation Expenses means reasonable and necessary fees, costs and expenses of a **Crisis Firm** (as defined in the CrisisFund® Appendix attached to this policy) retained within 30 days of a **Personal Reputation Crisis** solely and exclusively by an **Executive** to mitigate the adverse effects specifically to such **Executive's** reputation from a **Personal Reputation Crisis**. "**Personal Reputation Expenses**" shall not include any fees, costs or expenses of any **Crisis Firm** incurred by an **Executive** if such **Crisis Firm** is also retained by or on behalf of an **Organization**.

Policy Period means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in such Item 2 or the effective date of cancellation of this policy.

Pre-Claim Inquiry means any pre-**Claim**:

(1) verifiable request for an **Insured Person** of any **Organization**: (a) to appear at a meeting or interview; or (b) produce documents that, in either case, concerns the business of that **Organization** or that **Insured Person's** insured capacities, but only if the request came from any:

(i) **Enforcement Body**; or

(ii) **Organization**, or, on behalf of an **Organization**, by its board of directors (or the equivalent management body) or any committee of the board of directors (or the equivalent management body):

(A) arising out of an inquiry or investigation by an **Enforcement Body** concerning the business of that **Organization** or that **Insured Person's** insured capacities; or

(B) as part of its **Derivative Investigation**; and

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(2) arrest or confinement of an **Executive** of an **Organization** to a: (a) specified residence; or (b) secure custodial premises operated by or on behalf of an **Enforcement Body**, in connection with the business of any **Organization** or an **Insured Person's** capacity as an **Executive** or **Employee** of an **Organization**.

"**Pre-Claim Inquiry**" shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulated entity, conducted in an **Organization's** and/or **Enforcement Body's** normal review or compliance process.

Pre-Claim Inquiry Costs means the reasonable and necessary pre-**Claim** fees, costs and expenses consented to by the **Insurer** and incurred by an **Insured Person** solely in connection with his/her preparation for and response to a **Pre-Claim Inquiry** directed to such **Insured Person**, including attendance at an interview or meeting requested by an **Enforcement Body**, but excluding (i) any compensation of any **Insured Person**; and (ii) the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of an **Organization**, the requestor or any other third party .

Related Claim means a **Claim** alleging, arising out of, based upon or attributable to any facts or **Wrongful Acts** that are the same as or related to those that were either: (i) alleged in another **Claim** made against an **Insured**; or (ii) the subject of a **Pre-Claim Inquiry** received by an **Insured Person**.

Related Pre-Claim Inquiry means a **Pre-Claim Inquiry** involving, arising out of, based upon or attributable to any facts or **Wrongful Acts** that are the same as or related to those that were either: (i) alleged in a **Claim** made against an **Insured**; or (ii) the subject of another **Pre-Claim Inquiry** received by an **Insured Person**.

Retaliation means a retaliatory act of an **Insured** alleged to be in response to any of the following activities: (i) the disclosure or threat of disclosure by an **Employee** of the **Organization** or an **Outside Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (ii) the actual or attempted exercise by an **Employee** of the **Organization** or an **Outside Entity** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; (iii) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or (iv) strikes of an **Employee** of the **Organization** or an **Outside Entity**.

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Securities Claim means a **Claim**, other than an administrative or regulatory proceeding against, or investigation of an **Organization**, made against any **Insured**:

(1) alleging a violation of any federal, state, local or foreign regulation, rule or statute regulating securities (including but not limited to the purchase or sale or offer or solicitation of an offer to purchase or sell securities) which is:

(i) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of an **Organization**; or

(ii) brought by a security holder of an **Organization** with respect to such security holder's interest in securities of such **Organization**; or

(2) which is a **Derivative Suit**.

Notwithstanding the foregoing, the term "**Securities Claim**" shall include an administrative or regulatory proceeding against an **Organization** that meets the requirements of subparagraph (1) above, but only if and only during the time that such proceeding is also commenced and continuously maintained against an **Insured Person**.

Securities Retention means the Retention applicable to **Loss** (including **Pre-Claim Inquiry Costs**) that arises out of (i) a **Securities Claim**, or (ii) **Pre-Claim Inquiry Costs** incurred in response to: (a) a **Pre-Claim Inquiry** by an **Enforcement Body** charged with the regulation of securities, or (b) a **Derivative Investigation**.

SOX 304 Costs means the reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including the premium or origination fee for a loan or bond) and incurred by the chief executive officer or chief financial officer of the **Named Entity** solely to facilitate the return of amounts required to be repaid by such **Executive** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002. **SOX 304 Costs** do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid by such **Executive** pursuant to Section 304(a).

Subsidiary means:

(1) any for-profit entity that is not formed as a partnership of which the **Named Entity** has or had **Management Control** on or before the inception of the **Policy Period** either directly or indirectly through one or more of its other **Subsidiaries**; and

(2) any not-for-profit entity sponsored exclusively by an **Organization**.

A for-profit entity ceases to be a **Subsidiary** when the **Named Entity** no longer maintains **Management Control** of such entity either directly or indirectly through one or more of its **Subsidiaries**. A not-for-profit entity ceases to be a **Subsidiary** when such entity is no longer sponsored exclusively by an **Organization**.

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Third-Party EPL Violation means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs (2) and (3) of the definition of **Employment Practices Violation**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Insured Person** or applicant for employment with the **Organization** or an **Outside Entity**, including, but not limited to, students, patients, members, customers, vendors and suppliers.

Transaction means:

(1) the **Named Entity** consolidating with or merging into another entity such that the **Named Entity** is not the surviving entity, or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert;

(2) any person or entity or group of persons or entities acting in concert acquiring **Management Control** of the **Named Entity**; or

(3) the appointment by any **Enforcement Body** of, or where any **Enforcement Body** assumes the role of, a trustee, receiver, conservator, rehabilitator, liquidator or similar official to take control of, supervise or oversee the **Named Entity**, or to liquidate or sell all or substantially all of the assets of the **Named Entity**.

UK Corporate Manslaughter Act Defense Costs means **Defense Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defense and/or appeal of a **Claim** against an **Organization** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar statute in any jurisdiction.

Wrongful Act means:

(1) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act or any actual or alleged **Employment Practices Violation** or **Third-Party EPL Violation**:

(i) with respect to any **Executive** of an **Organization**, by such **Executive** in his or her capacity as such or any matter claimed against such **Executive** solely by reason of his or her status as such;

(ii) with respect to any **Employee** of an **Organization**, by such **Employee** in his or her capacity as such, but solely in regard to any: (a) **Securities Claim**; or (b) other **Claim** so long as such other **Claim** is also made and continuously maintained against an **Executive** of an **Organization**; or

(iii) with respect to any **Outside Entity Executive**, by such **Outside Entity Executive** in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such; or

(2) with respect to an **Organization**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Organization**, but solely in regard to a **Securities Claim**.

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CRISISFUND® APPENDIX

I. DEFINITIONS

(a) "**Crisis**" means:

(1) a **Delisting Crisis**; or

(2) one of the following events which, in the good faith opinion of the Chief Financial Officer of an **Organization** did cause or is reasonably likely to cause a "**Material Effect on an Organization's Common Stock Price**":

(i) *Negative earning or sales announcement*
The public announcement of an **Organization's** past or future earnings or sales, which is substantially less favorable than any of the following: (i) an **Organization's** prior year's earnings or sales for the same period; (ii) an **Organization's** prior public statements or projections regarding earnings or sales for such period; or (iii) an outside securities analyst's published estimate of an **Organization's** earnings or sales.

(ii) *Loss of a patent, trademark or copyright or major customer or contract*
The public announcement of an unforeseen loss of: (i) an **Organization's** intellectual property rights for a patent, trademark or copyright, other than by expiration; (ii) a major customer or client of an **Organization**; or (iii) a major contract with an **Organization**.

(iii) *Product recall or delay*
The public announcement of the recall of a major product of an **Organization** or the unforeseen delay in the production of a major product of an **Organization**.

(iv) *Mass tort*
The public announcement or accusation that an **Organization** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.

(v) *Employee layoffs or loss of key executive officer(s)*
The public announcement of layoffs of **Employees** of an **Organization**. The death or resignation of one or more key **Executives** of the **Named Entity**.

(vi) *Elimination or suspension of dividend*
The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by an **Organization**.

(vii) *Write-off of assets*
The public announcement that an **Organization** intends to write off a material amount of its assets.

(viii) *Debt restructuring or default*
The public announcement that an **Organization** has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

(ix) *Bankruptcy*
The public announcement that an **Organization** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of an **Organization**; or that bankruptcy proceedings are imminent, whether voluntary or involuntary.

(x) *Governmental or regulatory litigation*
The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against an **Organization**.

(xi) *Unsolicited takeover bid*

An unsolicited written offer or bid by any person or entity other than an **Insured** or any affiliate of any **Insured**, whether publicly announced or privately made to an **Executive** of an **Organization**, to effect a **Transaction** of the **Named Entity**.

A **Crisis** shall first commence when an **Organization** or any of its **Executives** shall first become aware of such **Crisis**. A **Crisis** shall conclude once a **Crisis Firm** advises an **Organization** that such **Crisis** no longer exists or when the **CrisisFund** has been exhausted.

(b) "**Crisis Firm**" means any public relations firm, crisis management firm or law firm on the list of approved firms that is accessible through the online directory at http://www.aig.com/us/panelcounseldirectory under the "CrisisFund ® " link. Solely for **Delisting Crises**, "**Crisis Firm**" shall also include any **Panel Counsel** (as defined in Clause 9.B. of the policy) approved to handle **Securities Claims**. Any "**Crisis Firm**" may be hired by an **Organization** to perform **Crisis Services** without further approval by the **Insurer**.

(c) "**Crisis Loss**" means the following amounts incurred during the pendency of a **Crisis** for which an **Organization** is legally liable:

(1) the reasonable and necessary fees and expenses incurred by a **Crisis Firm** in the performance of **Crisis Services** for an **Organization**;

(2) the reasonable and necessary fees and expenses incurred in the printing, advertising or mailing of materials; and

(3) travel costs incurred by **Executives**, employees or agents of an **Organization** or of the **Crisis Firm**, arising from or in connection with the **Crisis**.

(d) "**Crisis Services**" means those services performed by a **Crisis Firm** in advising an **Insured** or any **Employee** of an **Organization** on minimizing potential harm to an **Organization** from the **Crisis** (including but not limited to maintaining and restoring investor confidence in an **Organization**), and solely with respect to **Delisting Crisis Loss**, any legal services performed by a **Crisis Firm** in responding to a **Delisting Crisis**.

(e) "**Delisting Crisis**" means written notice to an **Organization** that such **Organization's** securities will be or have been delisted from an **Exchange** at the initiation of such **Exchange**.

(f) "**Exchange**" means NASDAQ, the American Stock Exchange, the New York Stock Exchange and the Singapore Exchange.

(g) "**Material Effect on an Organization's Common Stock Price**" means, within a period of 24 hours, that the price per share of an **Organization's** common stock shall decrease by the greater of $2.00, or 15% net of the percentage change in the Standard & Poor's Composite Index.

II. EXCLUSIONS

The term **Crisis** shall not include any event relating to any **Claim** which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time.

PASSPORT STRUCTURE APPENDIX

This *Passport Structure Appendix* shall only be applicable if the Passport option box has been checked on the Declarations.

The **Insurer** and the **Named Entity** have negotiated this policy to provide *inter alia* that coverage afforded hereunder shall apply anywhere in the world. The **Insurer** and the **Named Entity** have also agreed that to best effectuate application of this policy to **Claims** made outside the United States, certain insurance company affiliates of the **Insurer** will cause to be issued policies in certain **Foreign Jurisdiction(s)** (herein, **"Passport Foreign Underlyer Policies"**; together with this policy, the **"Passport Policies"**), as described in the binder attached, each of which will be subject to its own terms, conditions and exclusions. Accordingly, the **Insurer**, the **Named Entity** and the other **Insureds** agree as follows:

1. For the purpose of determining whether any **Loss** may be payable under this policy in addition to any loss paid under a **Passport Foreign Underlyer Policy**, the **Insurer** shall apply to such **Claim(s)** the terms and conditions of such **Passport Foreign Underlyer Policy** as amended to include those terms and conditions of this policy that are more favorable to the **Insureds** against whom such **Claim** is made, and to the extent not prohibited by applicable law, the **Insurer** will pay to the **Named Entity** the portion of such **Loss** covered solely due to those more favorable terms and conditions in this policy.

2. If any amounts paid to or on behalf of the any of the **Insureds** under the **Passport Policies** cause the aggregate amount paid on all **Passport Policies** to exceed the **Limit of Liability** of this policy for a single policy period, then for all such amounts, the **Named Entity** shall irrevocably and unconditionally indemnify the **Insurer** from and shall pay all such amounts to or as directed by the **Insurer** as a payment obligation directly due from the **Named Entity** as a primary obligor, within ten (10) days from the **Insurer's** written demand.

3. All amounts due from the **Named Entity** under this *Passport Structure Appendix* shall be paid in full, without dispute, set-off, defense, cross-claim or counterclaim and free and clear of any tax, duty or other type of deductions or withholdings. If the **Named Entity** is required by law to make any deduction or withholding, then the amount due from the **Named Entity** shall be increased accordingly.

4. The courts in and for the State of New York, USA shall have exclusive jurisdiction over any disputes arising under this *Passport Structure Appendix* and the City of New York in the State of New York, USA shall be the exclusive venue. The sole remedy of the **Insurer** and the **Named Entity** for breach of the obligations in this *Passport Structure Appendix* shall be an action for breach of only those contractual obligations and appropriate relief therefore. Any breach of the obligations in this *Passport Structure Appendix* shall not be grounds for the **Insurer**, any of its insurance company affiliates or any **Insured** to claim a breach of the policy contract, as a whole, or to alter, avoid, withhold or delay performance of, or to deny the duty to perform, any other obligations in the **Passport Policies**.

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ENDORSEMENT# 1

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

CALIFORNIA PUNITIVE DAMAGES LAW ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that any coverage provided under this policy for punitive, exemplary or multiple damages is subject to any limitation of such coverage provided by California law, if applicable.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 001

ENDORSEMENT# 2

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

CALIFORNIA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" mean the insurance company which issued this policy; and 2), "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Entity, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supersedes any provision to the contrary:

CANCELLATION

The First Named Insured shown in the declarations may cancel the policy by mailing or delivering to the Insurer advance written notice of cancellation.

If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:

(1) Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.

(2) A judgment by a court or an administrative tribunal that the named Insured has violated any law of this state of or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.

(3) Discovery of fraud or material misrepresentation by either of the following:

a) The Insured or Other Insured(s) or his or her representative in obtaining the insurance; or

b) The named Insured or his or her representative in pursuing a claim under the policy.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the named Insured or Other Insured(s) or a representative of same, which materially increase any of the risks insured against.

(5) Failure by the named Insured or Other Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan if the failure materially increases any of the risks insured against.

(6) A determination by the commissioner that the loss of, or changes in, an insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.

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END 002

ENDORSEMENT# 2 (continued)

(7) A determination by the commissioner that a continuation of the policy coverage could place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.

(8) A change by the named Insured or Other Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

Notice of cancellation shall be delivered or mailed to the producer of record and the named Insured at least thirty (30) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium or fraud, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

CONDITIONAL RENEWAL AND NONRENEWAL

If the Insurer decides not to renew the policy, or to increase the deductible, reduce the limits, eliminate coverages or raise premium more than 25%, the Insurer shall mail or deliver to the producer of record and the named Insured notice of nonrenewal at least sixty (60) days but no more than 120 days prior to the end of the policy period. The notice shall contain the reason for nonrenewal of the policy.

A notice of nonrenewal shall not be required in the following situations:

(1) If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between the Insurer and a member of the insurance group.

(2) If the policy has been extended for 90 days or less, provided that notice has been given in accordance with the nonrenewal notice requirements noted above.

(3) If the Named Insured has obtained replacement coverage, or has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

(4) If the policy is for a period of no more than 60 days and the Insured is notified at the time of issuance that it will not be renewed.

(5) If the First Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

(6) If the Insurer has made a written offer to the First Named Insured, in accordance with timeframes shown above to renew the policy under changed terms or conditions or at an increased premium rate.

If the Insurer fails to give timely notice, the policy of insurance shall be continued, with no change in its terms or conditions, for a period of 60 days after the Insurer gives notice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 002

ENDORSEMENT# 3

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

STATE AMENDATORY INCONSISTENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. In the event that there is an inconsistency between any: (a) state amendatory attached to this policy, or any other wording attached to this policy to comply with applicable law; and (b) any other term, condition or limitation of this policy; then, to the extent permitted by law, subject to the limitations below, the Insurer will resolve the inconsistency by applying the terms, conditions or limitations that are more favorable to the policyholder.
2. This endorsement shall not apply to the extent that: (a) any state amendatory or other wording expressly limits coverage in order to comply with applicable law, or (b) any such amendatory or other compliance wording amends language applicable to premium. In such events, the state amendatory or other compliance wording will govern over any other term, condition or limitation of the policy.
3. "Policyholder" means the first Named Entity, Named Organization, Named Corporation, Named Sponsor, Named Insured or other policyholder designated in Item 1 of the Declarations of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 003

ENDORSEMENT# 4

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

ALLOCATION CLAUSE AMENDED
COVERED AND UNCOVERED PARTIES AND MATTERS

In consideration of the premium charged, it is hereby understood and agreed that Clause 9.D. *Allocation* is amended by deleting the second paragraph thereof in its entirety and replacing it with the following:

> In connection with any **Claim** either (i) made against both **Insureds** covered by this policy for such **Claim** and parties not covered by this policy for such **Claim**, or (ii) alleging matters that are both covered and uncovered under the terms and conditions of this policy, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts to be covered as **Loss** by this policy, taking into account the relative legal and financial exposures, and the relative benefits obtained by such **Insureds** and such uncovered parties. In the event that a determination as to the amount of **Defense Costs** to be advanced under this policy cannot be agreed to, then the **Insurer** shall advance **Defense Costs** excess of any applicable Retention which the **Insurer** states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 004

ENDORSEMENT# 5

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

APPLICATION AMENDED
UNDERWRITING OF THIS POLICY
WRITTEN REPRESENTATIONS AND PUBLIC FILINGS

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting subparagraph (1) of the definition of **Application** and replacing it with the following:

(1) the written statements and written representations made by an **Insured** and provided to the **Insurer** during the underwriting of this policy, or contained in any application or other materials or information provided to the **Insurer** in connection with the underwriting of this policy; provided that public filings by or on behalf of an **Organization** made with the SEC shall only include those as set forth in subparagraph (3) below;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 005

ENDORSEMENT# 6

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

CLASS CERTIFICATION EVENT STUDY EXPENSES (REMOVES ADMISSIBLE TRIGGER)

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

I.

Clause 2. EXTENSIONS is amended by adding the following to the end thereof:

D. Class Certification Event Study Expenses

For any **Securities Claim**, no Retention shall apply to **Loss** incurred as **Class Certification Event Study Expenses**.

II.

The definition of **Loss** shall include **Class Certification Event Study Expenses**.

III.

Clause 13. DEFINITIONS is further amended by adding the following:

Class Certification Event Study Expenses	means the reasonable fees, costs and expenses of an expert witness consented to by the **Insurer**, which consent shall not be unreasonably withheld, incurred by an **Insured** to conduct an event study regarding class certification in a **Securities Claim**.

IV.

If any **Panel Counsel** firm, including any firm added as approved **Panel Counsel** by endorsement to this policy, defending a **Securities Claim** recommends to the **Insured** a specific expert witness to conduct an event study in the defense of such **Securities Claim**, then the **Insured** may hire such expert witness to perform such event study without further approval by the **Insurer**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 006

ENDORSEMENT# 7

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

APPLICATION AND UNDERWRITING AMENDED
DELETE RENEWAL APPLICATION PROCEDURE

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended by deleting Clause 11.B. *Renewal Application Procedure* in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 007

ENDORSEMENT# *8*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

APPLICATION AND UNDERWRITING AMENDED KNOWLEDGE REVISIONS

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended by deleting Clause 11.D. *Severability Of The Application* in its entirety and replacing it with the following:

D. Severability of the Application

The **Application** shall be construed as a separate application for coverage by each **Insured Person**. With respect to the **Application** or otherwise in connection with the underwriting of this policy, no knowledge possessed by any **Organization** or any **Insured Person** shall be imputed to any other **Insured Person**.

If the statements, warranties and representations in the **Application** were not accurate and complete and materially affected either the acceptance of the risk or the hazard assumed by the **Insurer** under the policy, then the **Insurer** shall have the right to void coverage under this policy, *ab initio*, with respect to:

(1) **Loss** under Insuring Agreement B. *Indemnification Of Insured Person Coverage* for the indemnification of any **Insured Person** who knew of facts, as of the inception date of the **Policy Period**, that were not accurately and completely disclosed; and
(2) **Loss** under Insuring Agreement C. *Organization Coverage* if any **Insured Person** who is or was a chief executive officer or chief financial officer of the **Named Entity** knew of facts, as of the inception date of the **Policy Period**, that were not accurately and completely disclosed.

The foregoing applies even if the **Insured Person** did not know that such incomplete or inaccurate disclosure had been provided to the **Insurer** or included within the **Application**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 008

107032 (10/10)

ENDORSEMENT# 9

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54 issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

APPLICATION AND UNDERWRITING AMENDED RELIANCE AND INCORPORATION

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended by deleting Clause 11.A. *Application And Reliance* in its entirety and replacing it with the following:

A. Application And Reliance

The **Insurer** has relied upon the statements, warranties and representations contained in the **Application,** and all such statements, warranties and representations are to be considered as incorporated into this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 009

ENDORSEMENT# *10*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

BANKRUPTCY WAIVER ADDED

In consideration of the premium charged, it is hereby understood and agreed that Clause 3.C. *Bankruptcy And Insolvency* is amended by adding the following to the end thereof:

It is further understood and agreed that the coverage provided under this policy is intended to protect and benefit the **Insured Persons**. Further, if a liquidation or reorganization proceeding is commenced by the **Named Entity** and/or any other **Organization** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law (collectively **"Bankruptcy Law"**) then, in regard to a covered **Claim** under this policy, the **Insureds** hereby:

(a) waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this policy under such **Bankruptcy Law**; and
(b) agree not to oppose or object to any efforts by the **Insurer** or any **Insured** to obtain relief from any stay or injunction applicable to the proceeds of this policy as a result of the commencement of such liquidation or reorganization proceeding.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 010

ENDORSEMENT# 11

This endorsement, effective *12:01 am October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CLAIM DEFINITION AMENDED
REQUESTS TO TOLL STATUTE OF LIMITATIONS

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

I.

Clause 13. DEFINITIONS, the definition of "**Claim**" is amended by adding the following subparagraph (6) as follows:

(6) the receipt by an **Insured** of any written request to toll a period or statute of limitations which may be applicable to any **Claim** that may be made for any **Wrongful Act** of any **Insured**.

II.

Clause 7. NOTICE AND REPORTING, the last sentence of subparagraph (c), entitled "*Relation Back to Reported Circumstances Which May Give Rise to a Claim*," is deleted in its entirety and replaced with the following:

In order to be effective, notification of circumstances must specify the facts, circumstances, nature of the **Wrongful Act** anticipated and reasons for anticipating such Claim, with full particulars as to dates, persons and entities involved.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 011

ENDORSEMENT# *12*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CRISISPLUS ENDORSEMENT FOR BIOTECHNOLOGY ORGANIZATIONS

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

I. CRISISFUND® AMENDED

(1) The CrisisFund® Appendix is hereby amended as follows:

(i) Definition (a) "**Crisis**" shall also mean:

(3) a **Financial Statement Crisis**; and
(4) a **Biotechnology Crisis**.

(ii) Definition (b) "**Crisis Firm**" is hereby amended by adding the following at the end thereof:

(c) Solely for a **Financial Statement Crisis** or a **Biotechnology Crisis**, "**Crisis Firm(s)**" shall also include any **Panel Counsel** (as defined in Clause 9.B. of the policy) approved to handle **Securities Claims** and/or any public accounting firm.

(iii) Solely for the purposes of a **Financial Statement Crisis,** Definition (d) "**Crisis Services**" is hereby deleted in its entirety and replaced by the following:

"**Crisis Services**" means any legal or accounting services performed by a **Crisis Firm(s)** in investigating and responding to a **Financial Statement Crisis**.

(iv) Solely for the purposes of a **Biotechnology Crisis,** Definition (d) "**Crisis Services**" is hereby amended by adding the following to the end thereof:

"**Crisis Services**" also means any legal or accounting services performed by a **Crisis Firm(s)** in investigating and responding to a **Biotechnology Crisis**.

(v) The following definitions are hereby added:

"**Biotechnology Crisis**" means a good faith determination by the Chief Financial Officer, Chief Executive Officer or General Counsel of a **Biotechnology Organization** that one or more of the following event(s) is reasonably likely to (1) result in a covered **Claim** under the policy, (2) result in a **Adverse Publication**; (3) cause a **Material Effect on an Organization's Common Stock Price**, or (4) result in a filing of a form 8-k:

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END 012

a. clinical trial of a **Biotechnology Organization** or a licensee of such **Biotechnology Organization,** which has been authorized by the FDA, or a foreign equivalent, has failed, been terminated, or halted;

b. the FDA, or foreign equivalent, has failed to provide approval for, or has rejected, a biologics license, or has failed to provide a pre-market approval (PMA) equivalent of a device or equipment;

c. the failure of a **Biotechnology Organization** to comply with any or all of the FDA's requirements for drug labeling, or discovery by a **Biotechnology Organization** that any drug labeling may be inadequate; or

d. any other event previously consented to by the **Insurer**, but only if such event is specifically scheduled by written endorsement to this policy.

Provided, however, "**Biotechnology Crisis**" shall not mean any event involving:

(i) any food, cosmetics, radiation emitting products or any animal or veterinary products regulated by the FDA, or foreign equivalent;

(ii) any **Claim** which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time, or of any professional liability policy issued to a **Biotechnology Organization** by the **Insurer** or any other company of AIG, whether or not such policy affords coverage for such **Biotechnology Crises**; or

(iii) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, or any direction or request to test for, monitor or clean up, remove, contain, treat, detoxify or neutralize **Pollutants.**

"**Biotechnology Crisis Loss**" means a **Crisis Loss** resulting solely from a **Biotechnology Crisis.**

"**Biotechnology Organization**" means an **Organization** that creates, develops, tests, distributes, manufactures, leases or sells a product in any category listed below that is regulated by the U.S. Food and Drug Administration ("FDA"):

(1) drugs;
(2) medical devices; or
(3) biologics, bloods or vaccines.

"**Financial Statement Crisis**" means the written public announcement by an **Organization** of the need or potential need for a restatement(s) of an **Organization's** previously publicly filed financial statements; provided however, that **Financial Statement Crisis** shall not include any announcements regarding restatement(s) resulting, in whole or in part, from a change in any rule, law or statute relating to financial reporting (including but not limited to any change in Generally Accepted Accounting Principles); further provided that payment of any **Crisis Loss** under this policy shall not waive any of the **Insurer's** rights under this policy or at law.

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END 012

ENDORSEMENT# *12* (continued)

"**Financial Statement Crisis Loss**" means a **Crisis Loss** resulting solely from a **Financial Statement Crisis**.

"**Adverse Publication**" means the publication of unfavorable information regarding a **Biotechnology Organization** which can reasonably be considered to lessen public confidence in the competence, integrity or viability of the **Biotechnology Organization** to conduct business. Such publication must occur in either: (1) a daily newspaper or general circulation; or (2) a radio or television news report about such **Biotechnology Organization**.

II. DEFINITION OF EXECUTIVE AMENDED

In Clause. 13. DEFINITIONS, the Definition of **Executive** is hereby amended to include the following:

(4) **Executive** as defined in (1)-(3) above or any **Employee** of an **Organization** serving as a past, present or future member of any internal committee established by and for an **Organization**, including but not limited to an **Organization's** "audit committee," as that committee is described in the Securities and Exchange Commission Release No. 34-42266-Audit Committee Disclosure Rule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 012

ENDORSEMENT# *13*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

DISCOVERY CLAUSE AMENDED
DELETE "OR REPLACED"

In consideration of the premium charged, it is hereby understood and agreed that in Clause 8. DISCOVERY, the section entitled *"Bilateral Discovery Options"* is deleted in its entirety and replaced with the following:

Bilateral Discovery Options	Except as indicated below, if the **Named Entity** shall cancel or the **Named Entity** or the **Insurer** shall refuse to renew this policy, the **Insureds** shall have the right to a period of one to six years following the effective date of such cancellation or nonrenewal (the **"Discovery Period"**), upon payment of the respective **"Additional Premium Amount"** described below, in which to give to the **Insurer** written notice pursuant to Clause 7(a) and Clause 7(c) of the policy of: (i) **Claims** first made against an **Insured**; (ii) **Pre-Claim Inquiries** first received by an **Insured Person**; and (iii) circumstances of which an **Organization** or an **Insured** shall become aware, in any such case, during said **Discovery Period** and solely with respect to a **Wrongful Act** that occurs prior to the end of the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 013

ENDORSEMENT# 14

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

ENTITY V. INSURED EXCLUSION AMENDED
AMEND CARVEBACK C FOR BANKRUPTCY CONSTITUENCIES

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(5) *Entity v. Insured Exclusion* is amended by deleting subparagraph (c) in its entirety and replacing it with the following:

(c) if the **Organization** or **Outside Entity** is the subject of a bankruptcy case (or the equivalent in a **Foreign Jurisdiction**), any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator, creditors committee, bondholder committee, equity committee or any other creditor or group of creditors on behalf of or in the right of such **Organization** or **Outside Entity** (or the resulting debtor-in-possession);

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 014

ENDORSEMENT# 15

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PRIOR NOTICE EXCLUSION
SAME OR RELATED WRONGFUL ACTS

In consideration of the premium charged, it is hereby understood and agreed that in Clause 7. NOTICE AND REPORTING, the last paragraph of subparagraph (b), entitled *"Relation Back to the First Reported Claim or Pre-Claim Inquiry,"* is deleted in its entirety and replaced with following:

> With respect to any subsequent **Related Pre-Claim Inquiry**, this policy shall not cover **Loss** incurred before such subsequent **Related Pre-Claim Inquiry** is actually received by an **Insured Person**, and with respect to any subsequent **Related Claim**, this policy shall not cover **Loss** incurred before such subsequent **Related Claim** is actually made against an **Insured**. **Claims** actually first made or deemed first made prior to the inception date of this policy, and **Pre-Claim Inquiries** first received or deemed first received by an **Insured Person** prior to the inception date of this policy, are not covered under this policy.

It is further understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Pre-Claim Inquiry** alleging, arising out of, based upon or attributable to the facts alleged, or to the same or related **Wrongful Acts** alleged or contained, in any **Claim** or investigated in any **Pre-Claim Inquiry** that has been reported, or in any circumstances of which notice has been given, under any directors and officers liability insurance policy in force prior to the inception date of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# *16*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

RETENTION EROSION THROUGH SIDE-A INSURANCE FILL-IN

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. The following paragraph is added to the end of Clause 5. RETENTION:

   If an **Organization** fails or refuses to advance, pay or indemnify covered **Indemnifiable Loss** of an **Insured Person** within an applicable Retention, then solely to the extent an insurer agrees to pay or pays such **Loss** pursuant to the terms and conditions of a Side A-Excess DIC Insurance Policy, the **Insurer** shall recognize that the **Side A-Excess DIC Insurance Policy** payments erode (contribute to and reduce) the applicable Retention amount.

2. As a precondition to such recognition of the erosion of the Retention amount, an **Insured** shall provide the **Insurer** with written proof, to the **Insurer's** satisfaction, of the payment of such **Loss** under the **Side A-Excess DIC Insurance Policy**.

3. Advancement, payment or indemnification of an **Insured Person** by an **Organization** is deemed "failed" if it has been requested by an **Insured Person** in writing and has not been provided by, agreed to be provided by or acknowledged as an obligation by an **Organization** within 60 days of such request; and advancement, payment or indemnification by an **Organization** is deemed "refused" if an **Organization** gives a written notice of the refusal to the **Insured Person**. Advancement, payment or indemnification of an **Insured Person** by an **Organization** shall only be deemed "failed" or "refused" to the extent such advancement, payment or indemnification is not provided, or agreed to be provided, or acknowledged by and collectible from an **Organization**.

4. **"Side A-Excess DIC Insurance Policy"** means any insurance policy written specifically as excess over this policy that provides "Side A" (non-indemnifiable or non-indemnified loss) coverage with difference-in-conditions features.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# *17*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

SECURITIES CLAIM DEFINITION - COMMON LAW

In consideration of the premium charged, it is hereby understood and agreed that the policy's definition of "**Securities Claim**," is deleted in its entirety and replaced with the following:

"**Securities Claim**" means a **Claim**, other than an administrative or regulatory proceeding against, or investigation of an **Organization**, made against any **Insured**:

(1) alleging a violation of any law, rule or regulation, whether statutory or common law (including but not limited to the purchase or sale or offer or solicitation of an offer to purchase or sell securities), which is:

(a) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of an **Organization**; or

(b) brought by a security holder or purchaser or seller of securities of an **Organization** with respect to such security holder's, purchaser's or seller's interest in securities of such **Organization**; or

(2) which is a **Derivative Suit**.

Notwithstanding the foregoing, the term "**Securities Claim**" shall:

(1) include an administrative or regulatory proceeding against an **Organization** that meets the requirements of subparagraph (1) above, but only if and only during the time that such proceeding is also commenced and continuously maintained against an **Insured Person**; and

(2) not include any **Claim** brought by any **Executive** or **Employee** of an **Organization** alleging, arising out of, based upon or attributable to the loss of, or failure to receive or obtain, the benefit of stock, stock warrants, stock options or other securities of an **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 017

ENDORSEMENT# *18*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

SEVERABILITY OF EXCLUSIONS AMENDED
GC IMPUTATION EXCEPTION FOR TIMELY REMEDIAL ACTION

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.A. *Full Severability of Exclusions For Insured Persons* is amended by adding the following to the end thereof:

> Provided, however, that the **Wrongful Acts** of, any past, present or future General Counsel shall not be imputed to an **Organization** if the General Counsel took timely corrective and/or remedial action upon learning of the **Wrongful Acts** upon which said exclusions are predicated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 018

ENDORSEMENT# *19*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

SEVERABILITY OF THE APPLICATION AMENDED (ADVANCEMENT)

In consideration of the premium charged, it is hereby understood and agreed that the following paragraph is added to Clause 11.D. *Severability of the Application* at the end thereof:

> Solely with respect to this *Severability of the Application Clause*, the **Insurer** agrees to advance payments of **Loss** unless and until an order by a court of competent jurisdiction provides either that such advancement is not required or that coverage is void *ab initio*, subject to the condition that such advance payments by the **Insurer** shall be repaid to the **Insurer** by the **Organization** as soon as reasonably practicable after an order provides that such advancement is not required or that coverage is void *ab initio*. Clause 12.F.1. *ALTERNATIVE DISPUTE RESOLUTION* of this policy shall not apply to this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 20

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

SUBROGATION AMENDED
DELETE SECOND PARAGRAPH

In consideration of the premium charged, it is hereby understood and agreed that Clause 12.A.3. *Subrogation* is amended by deleting the second paragraph thereof in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 21

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

TRANSACTION AMENDED
DELETE SUBPARAGRAPH (3)

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of **Transaction** and replacing it with the following:

Transaction means:

(1) the **Named Entity** consolidating with or merging into another entity such that the **Named Entity** is not the surviving entity, or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or

(2) any person or entity or group of persons or entities acting in concert acquiring **Management Control** of the **Named Entity**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 22

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54 issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

SPOUSAL, DOMESTIC PARTNER AND LEGAL REPRESENTATIVE EXTENSION AMENDED TRUST OR ESTATE PLANNING VEHICLE

In consideration of the premium charged, it is hereby understood and agreed that Clause 12.G. *Spousal, Domestic Partner And Legal Representative Extension* is deleted in its entirety and replaced with the following:

G. Spousal, Domestic Partner And Legal Representative Extension

If a **Claim** against an **Insured Person** includes a **Claim** against: (i) the lawful spouse or legally recognized domestic partner of such **Insured Person**; or (ii) a property interest of such spouse or domestic partner, and such **Claim** arises from any actual or alleged **Wrongful Act** of such **Insured Person**, this policy shall pay covered **Loss** arising from the **Claim** made against such spouse or domestic partner or the property of such spouse or domestic partner to the extent that such **Loss** does not arise from a **Claim** for any actual or alleged act, error or omission of such spouse or domestic partner. This policy shall pay covered **Loss** arising from a **Claim** made against the estates, heirs, or legal representatives of any deceased **Insured Person**, or any **Claim** against a trust or estate planning vehicle of an **Insured Person**, and the legal representatives of any **Insured Person** in the event of incompetence, insolvency or bankruptcy, who was an **Insured Person** at the time the **Wrongful Acts** upon which such **Claim** is based were alleged to have been committed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 022

ENDORSEMENT# 23

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

UK CORPORATE MANSLAUGHTER ACT DEFENSE COSTS AMENDED OTHER LAW

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of **"UK Corporate Manslaughter Act Defense Costs"** in its entirety and replacing it with the following:

UK Corporate Manslaughter Act Defense Costs	means **Defense Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defense and/or appeal of a **Claim** against an **Organization** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar statute or other law in any jurisdiction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# 24

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

EXTRADITION AMENDED
SOUGHT TO BE SURRENDERED

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of "**Extradition**" in its entirety and replacing it with the following:

Extradition means any formal process by which an **Insured Person** located in any country is sought to be surrendered to any other country for trial or otherwise to answer any criminal accusation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# 25

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

GLOBAL LIBERALIZATION AMENDED
DEFINE WORLDWIDE EFFECT

In consideration of the premium charged, it is hereby understood and agreed that Clause 2.C. *Worldwide & Cross-Border* is amended by deleting the second sentence of the *Global Liberalization Clause* in its entirety and replacing it with the following:

This *Global Liberalization Clause* shall not apply to any provision of any policy that has **Worldwide Effect**.

"**Worldwide Effect**" means the provision applies regardless of any conflicting provision in the other policy. The following clauses shall be deemed to have **Worldwide Effect**: any provision in this policy addressing the limits of liability (primary, excess or sublimits), retentions, other insurance, non-renewal, duty to defend, defense within or without limits, taxes, conformance to law or excess liability coverage, any claims made provisions, any endorsement to this policy that excludes or limits coverage for specific events or litigation or that specifically states that it will have **Worldwide Effect**, and any other clause that the **Insurer** reasonably determines to have **Worldwide Effect**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# 26

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

LIBERTY PROTECTION COSTS AMENDED
DELETE NO CLAIM MADE OR PRE-CLAIM INQUIRY KNOWN REQUIREMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting subparagraph (2) of the definition of **Liberty Protection Costs** and replacing it with the following:

(2) reasonable and necessary premiums (but not collateral) consented to by the **Insurer** and incurred by an **Insured Person** for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Person** for a specified amount required by a court that are incurred or required outside the United States of America during the **Policy Period**, if such premiums: (i) arise out of an actual or alleged **Wrongful Act**, or (ii) are incurred solely by reason of such **Insured Person's** status as an **Executive** or **Employee** of an **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 026

ENDORSEMENT# *27*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

LOSS AMENDED
CLEANUP COSTS

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting subparagraph (5) of the first paragraph of the definition of **Loss** and replacing it with the following:

(5) cleanup costs relating to hazardous materials, pollution or product defects that result in the release of hazardous materials or pollutants;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 027

ENDORSEMENT# 28

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

LOSS AMENDED
DELETE COURT ORDER WORDING

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the last sentence of the first paragraph of the definition of **Loss** and replacing it with the following:

> Notwithstanding the foregoing subparagraph (7), the **Insurer** shall not assert that, in a **Securities Claim** alleging violations of Section 11, 12 or 15 of the Securities Act of 1933, as amended, the portion of any amounts incurred by **Insureds** which is attributable to such violations constitutes uninsurable loss and shall treat that portion of all such settlements, judgments and **Defense Costs** as constituting **Loss** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 028

ENDORSEMENT# *29*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

PRE-CLAIM INQUIRY AMENDED
CHANGE "AND" TO "OR"

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting subparagraph (1)(ii)(B) of the definition of **Pre-Claim Inquiry** in its entirety and replacing it with the following:

(B) as part of its **Derivative Investigation**; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 029

ENDORSEMENT# 30

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

RECOVERY OF LIMITS AMENDED
DELETE LAST SENTENCE

In consideration of the premium charged, it is hereby understood and agreed that Clause 12.A.4. *RECOVERY OF LIMITS* is deleted in its entirety and replaced with the following:

4. *RECOVERY OF LIMITS*

In the event the **Insurer** recovers amounts it paid under this policy, the **Insurer** will reinstate the **Limits of Liability** of this policy to the extent of such recovery, less its costs incurred in administering and obtaining such recovery. The **Insurer** assumes no duty to seek a recovery of any amounts paid under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 030

ENDORSEMENT# 31

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

SHADOW DIRECTORS COVERAGE

In consideration of the premium charged, it is hereby understood and agreed that the term "**Executive**" is amended to include any natural person who, as a consequence of being a director, officer or **Employee** of an **Organization**, is deemed a "shadow director" as defined under Section 741 of the United Kingdom's Companies Act 1985, as amended but solely for **Wrongful Acts** committed in his or her respective capacity as a "shadow director", of any Subsidiary of the Company that is incorporated and/or domiciled in the United Kingdom or the Republic of Ireland.

For the purpose of the applicability of the coverage provided by this endorsement, the **Organization** will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the **Organization** is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the **Organization** (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The **Organization** hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

Solely for the purposes of this endorsement the term **Continuity Date** means the effective date of this endorsement.

Only as respects any additional coverage granted by this endorsement, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim(s)** made against an **Insured**:

(1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of the **Continuity Date** listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and

(2) alleging any **Wrongful Act** occurring prior to the **Continuity Date** if the **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 031

ENDORSEMENT# 32

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

SELLING SHAREHOLDER EXTENSION

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended to provide the following:

1. Clause 1. **INSURING AGREEMENTS** is amended to include the following at the end of such Clause:

   COVERAGE S: SELLING SHAREHOLDER LIABILITY INSURANCE

   This policy shall pay the **Loss** of any **Executive** arising from a **Claim** first made against the **Executive** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy for any actual or alleged **Shareholder Offering Wrongful Act**. The **Insurer** shall, in accordance with and subject to Clause 9. **DEFENSE AND SETTLEMENT**, advance **Defense Costs** related to such **Claim** prior to its final disposition.

2. Clause 13. **DEFINITIONS** is amended as follows:

   a. The following Definitions are added to the policy:

      SS (a) "**Offering**" means any actual or proposed offering of securities of an **Organization** described in a registration statement filed pursuant to the Securities Act of 1933 (as amended), or any similar state or foreign securities law in connection with a public offering.

      SS (b) "**Shareholder Offering Wrongful Act**" means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, untrue statement or omission of a statement of a material fact by the **Executive** in his, her or its capacity as a shareholder of an **Organization**, but solely in connection with an **Offering**.

   b. The definition of "**Wrongful Act**" is amended by deleting subparagraph (i) thereof in its entirety and replacing it with the following:

      (i) with respect to any **Executive** of an **Organization**, by such **Executive** in his or her capacity as such or any matter claimed against such **Executive** solely by reason of his or her status as such or any actual or alleged **Shareholder Offering Wrongful Act**;

3. Item 5, **RETENTION** of the Declarations is amended by the addition of the following:

4(d)	Any **Claim** arising out of any **Shareholder Offering Wrongful Act** (Coverage S)	$500,000

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END 032

ENDORSEMENT# 32 (continued)

4. Clause 9.B *Pre-Authorized Securities Defense Attorneys* is amended to provide that wherever the phrase **Securities Claim(s)** is used therein, such phrase shall also include any **Claim** arising out of a **Shareholder Offering Wrongful Act**.

5. It is further understood and agreed that the coverage provided by this endorsement is specifically excess over any other valid or collectible insurance, (including but not limited to any malpractice insurance or professional errors and omissions insurance) and shall only drop down and become primary insurance in the event of exhaustion of such other insurance due to losses paid thereunder. In no way shall the coverage provided by this endorsement be construed to provide coverage on a pro-rata basis with any other insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 032

ENDORSEMENT# 33

This endorsement, effective *12:01 am October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ENTITY V. INSURED EXCLUSION AMENDED
(CARVEBACKS FOR WHISTLEBLOWER, BANKRUPTCY CONSTITUENCIES, DIP CLAIMS AGAINST FORMER INSURED PERSONS, AND FOREIGN JURISDICTION)

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(5) *Entity v. Insured* is deleted in its entirety and replaced with the following:

(5) Entity v. Insured that is brought by or on behalf of any **Organization** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**; provided, however, this exclusion shall not apply:

(a) to any **Defense Costs** which constitute **Non-Indemnifiable Loss** incurred by any **Insured Person** in defending any **Claim** against that **Insured Person**;

(b) to any **Derivative Suit** not brought, controlled or materially assisted by any **Organization**, any **Outside Entity** or any **Executive** of the foregoing;

(c) if the **Organization** or **Outside Entity** is the subject of a bankruptcy case (or the equivalent in a **Foreign Jurisdiction**), any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator, creditors committee, bondholder committee, equity committee or any other creditor or group of creditors on behalf of or in the right of such **Organization** or **Outside Entity** (or the resulting debtor-in-possession, or foreign equivalent); or

(d) to any **Claim** brought and maintained in any **Foreign Jurisdiction** to the extent the **Organization** is required to bring and maintain the **Claim** in such **Foreign Jurisdiction**.

It is further understood and agreed that with respect to this *Entity v. Insured Exclusion*, the term "materially assisted" shall not be triggered by any **Insured Person** engaging in protected "whistleblower" activity.

It is further understood and agreed that this *Entity v. Insured Exclusion* shall not apply to any **Claim** brought by the **Organization** as a debtor-in-possession against an **Insured Person** that is no longer acting in his or her capacity as an **Insured Person** at the time that such **Claim** is brought, provided that such **Claim** is (i) brought after such **Organization** has

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END 033

ENDORSEMENT# 33

replaced its chief executive officer, chief financial officer, president and chairman of the board (or equivalent positions), and (ii) not brought, controlled or materially assisted by any individual set forth in (i) above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# *34*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CONTROL PERSON CAPACITY

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 13. DEFINITIONS is amended by the addition of the following definition:

Controlling Person	means any **Executive** that controls an **Organization** within the meaning of Section 15 of the Securities Act of 1933 (as amended) or Section 20(a) of the Securities Exchange Act of 1934 (as amended) or any similar law.

2. Clause 13. DEFINITIONS is amended by deleting subparagraph (1)(i) of the definition of **Wrongful Act** and replacing it with the following:

   (i) with respect to any **Executive** of an **Organization**, (a) by such **Executive** in his or her capacity as such, (b) by such **Executive** in his or her capacity as a **Controlling Person**; or (c) any matter claimed against such **Executive** solely by reason of his or her status as such;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 35

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

DERIVATIVE INVESTIGATION COSTS AMENDED

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of Derivative Investigation Costs in its entirety and replacing it with the following:

Derivative Investigation Costs	means reasonable and necessary costs, charges, fees and expenses consented to by the **Insurer** and incurred by the **Organization**, or on behalf of the **Organization** by its board of directors (or the equivalent management body) or any committee of the board of directors or formed as such by the board of directors (or equivalent management body), in connection with a **Derivative Investigation**. **Derivative Investigation Costs** shall not include the compensation of any **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# *36*

This endorsement, effective at *12:01 am* *October 24, 2022* forms a part of
Policy number *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

CLAIMS PARTICIPATION AND COOPERATION CLAUSE AMENDED

In consideration of the premium charged, it is hereby understood and agreed that the second paragraph of Clause 9.A(3) is deleted in its entirety and replaced with the following:

The failure of any **Insured** to give the **Insurer** cooperation and information as required in the preceding paragraph shall not impair the rights of any other **Insured Person** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 37

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

NOTICE AND REPORTING PROVISION AMENDED

In consideration of the premium charged, it is hereby understood and agreed that in Clause 7. NOTICE AND REPORTING, item (a) entitled "Reporting a Claim, Pre-Claim Inquiry or Crisis" is deleted in its entirety and replaced with the following:

(a) *Reporting a Claim, Pre-Claim Inquiry or Crisis*

An **Organization** or an **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy:

(1) notify the **Insurer** in writing of a **Claim** made for an actual or alleged **Wrongful Act against** an **Insured Person**; or

(2) notify the **Insurer** in writing of a **Securities Claim** made against the **Organization**, or a **Crisis**;

(3) if an **Insured** elects to seek coverage for **Pre-Claim Inquiry Costs** in connection with any **Pre-Claim Inquiry**, notify the **Insurer** in writing of that **Pre-Claim Inquiry**;

as soon as practicable after (i) the **Named Entity's** Risk Manager or General Counsel (or equivalent position) first becomes aware of the **Claim** or **Pre-Claim Inquiry**; or (ii) the **Crisis** commences. In all such events, notification must be provided no later than 60 days after the end of the **Policy Period** or the **Discovery Period** (if applicable).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 38

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PENDING AND PRIOR LITIGATION EXCLUSION
EXCESS LIMITS - TWO EXCESS LAYERS

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to $2,000,000 excess of the first $1,000,000 **Primary Limit of Liability**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging, arising out of, based upon or attributable to, as of September 21, 2009 any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

It is further understood and agreed that, solely with respect to $2,000,000 excess of the first $3,000,000 **Primary Limit of Liability**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging, arising out of, based upon or attributable to, as of October 24, 2013 any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 038

ENDORSEMENT# 39

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

ORDER OF PAYMENTS AMENDED
(WRITTEN REQUEST OF CEO DELETED)

In consideration of the premium charged, it is hereby understood and agreed that Clause 3.B. **Order of Payments** is deleted in its entirety and replaced with the following:

B. **Order Of Payments**

In the event of **Loss** arising from a covered **Claim(s)** and/or **Pre-Claim Inquiry(ies)** for which payment is due under the provisions of this policy, the **Insurer** shall in all events:

(1) First, pay all **Loss** covered under Insuring Agreement A. *Insured Person Coverage*;

(2) Second, only after payment of **Loss** has been made pursuant to subparagraph (1) above and to the extent that any amount of the **Limit of Liability** shall remain available, pay **Loss** covered under Insuring Agreement B. *Indemnification Of Insured Person Coverage* ; and

(3) Lastly, only after payment of **Loss** has been made pursuant to subparagraphs (1) and (2) above and to the extent that any amount of the **Limit of Liability** shall remain available, pay **Loss** covered under Insuring Agreement C. *Organization Coverage* and Insuring Agreement D. *Crisisfund®Coverage*.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 039

ENDORSEMENT# *40*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ADVANCEMENT AMENDED
NOT IN DEFAULT OF PAYMENT
RETURN OF PAYMENTS

In consideration of the premium charged, it is hereby understood and agreed that Clause 3.A. *Advancement* is deleted in its entirety and replaced with the following:

A. Advancement

If for any reason (including but not limited to insolvency) an **Organization** fails or refuses to advance, pay or indemnify covered **Loss** of an **Insured Person** within the applicable Retention, if any, then the **Insurer** shall advance such amounts on behalf of the **Insured Person** until either (i) an **Organization** agrees to make, and is not in default of making, such payments, or (ii) the Retention has been satisfied. In no event shall any such advancement by the **Insurer** relieve any **Organization** of any duty it may have to provide advancement, payment or indemnification to any **Insured Person**.

Advancement, payment or indemnification of an **Insured Person** by an **Organization** is deemed "failed" if it has been requested by an **Insured Person** in writing and has not been provided by, agreed to be provided by or acknowledged as an obligation by an **Organization** within 60 days of such request; and advancement, payment or indemnification by an **Organization** is deemed "refused" if an **Organization** gives a written notice of the refusal to the **Insured Person**. Advancement, payment or indemnification of an **Insured Person** by an **Organization** shall only be deemed "failed" or "refused" to the extent such advancement, payment or indemnification is not provided, or agreed to be provided, or acknowledged by and collectible from an **Organization**. Any payment or advancement by the **Insurer** within an applicable Retention shall apply towards the exhaustion of the **Limits of Liability,** but the **Limit of Liability** shall be restored to the extent that any such payments are subsequently returned or repaid to the **Insurer**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 040

ENDORSEMENT# 41

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to SORRENTO THERAPEUTICS, INC.

By National Union Fire Insurance Company of Pittsburgh, Pa.

P&P LITIGATION EXCLUSION AMENDED INSURED PARTY

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(2) *Pending & Prior Litigation Exclusion* is deleted in its entirety and replaced with the following:

(2) *Pending & Prior Litigation*

(i) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior:
(a) litigation; or
(b) administrative or regulatory proceeding or investigation;
of which any **Insured** had notice and to which an **Insured** is or was a party or a reasonable person would suspect that an **Insured** may become a party; or

(ii) alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation as described in subparagraph (i) above;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 041

ENDORSEMENT# 42

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

NOTICE AND REPORTING AMENDED
("AS SOON AS PRACTICABLE" PREJUDICE THRESHOLD)

In consideration of the premium charged, it is hereby understood and agreed that Clause 7(a) *Reporting a Claim, Pre-Claim Inquiry or Crisis* is amended by adding the following paragraph at the end thereof:

> Notwithstanding the foregoing, a failure to provide notice as soon as practicable shall not preclude coverage under the policy unless the **Insurer** has been prejudiced by such failure.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 042

ENDORSEMENT# 43

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

NOTICE AND REPORTING AMENDED
NOTICE OF CIRCUMSTANCES REQUIREMENTS

In consideration of the premium charged, it is hereby understood and agreed that Clause 7.(c) *Relation Back to Reported Circumstances Which May Give Rise to a Claim* is amended by deleting the last sentence thereof and replacing it with the following:

> In order to be effective, notification of circumstances must specify the facts, circumstances, nature of the anticipated allegations arising from a possible **Wrongful Act** and reasons for anticipating such **Claim**, with available particulars as to dates, persons and entities involved; however, notification that includes a copy of an agreement to toll a statute of limitations shall be presumed sufficiently specific as to the potential **Claims** described within that agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 043

ENDORSEMENT# 44

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

SEVERABILITY OF EXCLUSIONS AMENDED
TOP 3 OF NAMED ENTITY

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.A. *Full Severability of Exclusions For Insured Persons* is deleted in its entirety and replaced with the following:

A. Full Severability of Exclusions for Insured Persons

In determining whether any of the following Exclusions apply, the **Wrongful Acts** of any **Insured Person** shall not be imputed to any other **Insured**. For Insuring Agreement C. *Organization Coverage*, only the **Wrongful Acts** of any chief executive officer, chief financial officer or general counsel (or equivalent position) of the **Named Entity** shall be imputed to an **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 044

ENDORSEMENT# 45

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PERSONAL INJURY EXCLUSION AMENDED
UK CORPORATE MANSLAUGHTER ACT DEFENSE COSTS CARVEBACK

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(3) *Personal Injury Exclusion* shall not apply to **UK Corporate Manslaughter Act Defense Costs.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# *46*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ENTITY V. INSURED EXCLUSION AMENDED
CARVEBACKS A & B
DELETE "IN DEFENDING ANY CLAIM AGAINST THAT INSURED PERSON"
WHISTLEBLOWER CARVEBACK

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(5) *Entity v. Insured Exclusion* is amended by deleting subparagraphs (a) and (b) in their entirety and replacing them with the following:

(a) to any **Defense Costs** which constitute **Non-Indemnifiable Loss** incurred by any **Insured Person**;

(b) to any **Derivative Suit** not brought, controlled or materially assisted by any **Organization**, any **Outside Entity** or any **Executive** of the foregoing; provided that the term "materially assisted" shall not be triggered by any **Insured Person** engaging in protected "whistleblower" activity; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 046

ENDORSEMENT# 47

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

PERSONAL REPUTATION EXPENSES AMENDED
SAME EVENTS

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the second sentence in the definition of **"Personal Reputation Expenses"** in its entirety and replacing it with the following:

> **"Personal Reputation Expenses"** shall not include any fees, costs or expenses of any **Crisis Firm** incurred by an **Executive** if such **Crisis Firm** is also retained by or on behalf of an **Organization** in connection with the same events underlying the **Personal Reputation Crisis**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# 48

This endorsement, effective *12:01 am October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ALLOCATION AMENDED
(ADD REASONABLY)

In consideration of the premium charged, it is hereby understood and agreed that the second paragraph of Clause 9.D. *Allocation* is deleted in its entirety and replaced with the following:

With respect to: (i) **Defense Costs** jointly incurred by; (ii) any joint settlement entered into by; and/or (iii) any judgment of joint and several liability against any **Organization** and any **Insured Person** in connection with any **Claim** other than a **Securities Claim**, such **Organization** and such **Insured Person** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts as between such **Organization**, such **Insured Person** and the **Insurer**, taking into account the relative legal and financial exposures, and the relative benefits obtained by such **Insured Person** and such **Organization**. In the event that a determination as to the amount of **Defense Costs** to be advanced under this policy cannot be agreed to, then the **Insurer** shall advance **Defense Costs** excess of any applicable Retention which the **Insurer** reasonably states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 048

ENDORSEMENT# *49*

This endorsement, effective at *12:01 am* *October 24, 2022* forms a part of
Policy number *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Executive Edge*

DEFENSE COSTS AMENDED (CONSENT NOT UNREASONABLY WITHHELD)

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of **"Defense Costs"** in its entirety and replacing it with the following:

Defense Costs means reasonable and necessary fees, costs and expenses consented to by the **Insurer**, such consent not to be unreasonably withheld, (including the cost of **E-Discovery Consultant Services** and premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) resulting solely from:

(1) the investigation, adjustment, defense and/or appeal of a **Claim** against an **Insured**; or

(2) an **Insured Person** lawfully: (i) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Person**; or (ii) appealing any order or other grant of **Extradition** of that **Insured Person.**

Defense Costs shall not include: (i) **Derivative Investigation Costs,** (ii) **Pre-Claim Inquiry Costs**, or (iii) the compensation of any **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 049

ENDORSEMENT# 50

This endorsement, effective *at 12:01AM October 24, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

SPECIFIC ENTITY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable for **Loss** in connection with any **Claim** first made against Ark Animal Health ("Ark"), its **Subsidiaries** or any of their **Insured Persons** after the effective time of any initial public offering of securities of Ark (the **"Effective Time"**), or in connection with any **Pre-Claim Inquiry** first received by an **Insured Person** of Ark or any of its **Subsidiaries** after the **Effective Time**; provided, however, this exclusion shall not apply to any **Claim** made against, or **Pre-Claim Inquiry** received by, an **Executive** or **Employee** of Ark or any of its **Subsidiaries** who also serves as an **Executive** or **Employee** of an **Organization** other than Ark and its **Subsidiaries** for any **Wrongful Act** committed after the **Effective Time** solely in their capacity as an **Executive** or **Employee** of an **Organization** other than Ark and its **Subsidiaries**.

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** brought after the **Effective Time** by or on behalf of Ark, its **Subsidiaries** or any **Insured Persons** thereof, or by or on behalf of any security holder of Ark.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT# 51

This endorsement, effective *at 12:01AM October 24, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION

(WITH RELATION-BACK PROVISION)

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of Clause 4. EXCLUSIONS, Exclusion (2) of the policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with: (i) any of the **Claim(s)**, notices, events, investigations or actions listed under EVENT(S) below; (hereinafter "**Events**"); (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any **Event(s)**; or (b) any **Claim(s)** arising from any **Event(s)**; or (iii) any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to any **Event(s)**.

EVENT(S)

(1) Wasa Medical Holdings Claim - AIG Claim # **501-793505-001**
(2) The Securities Class Action and Shareholder Derivative litigation noted in Section 10 **Commitments and Contingencies**, sub-section **Litigation** of Sorrento Therapeutics, Inc. Form 10-Q filing for quarterly period ending the 6/30/2021 filed 8/6/21
(3) Wildcat/William Consolidated Claim – AIG Claim #501-331353-001

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with:

(A) any restatement, retraction, amendment or revision of in part or in whole:
  (i) any document or statement filed or submitted or required to be filed or submitted with the Securities and Exchange Commission or any other similar federal, state or local agency (including but not limited to any 10K's, 10Q's or annual reports); or
  (ii) any written or oral statement made regarding the assets, revenues, sales or financial condition of the **Organization**;

  resulting from, arising out of, based upon or attributable to any **Event** or the resolution of said **Events**; and

(B) any **Claim** alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an **Interrelated Wrongful Act** (as that term is defined below), regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

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ENDORSEMENT# 51 (Continued)

This endorsement, effective *at 12:01AM October 24, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

For the purposes of this endorsement an "**Interrelated Wrongful Act**" means: (i) any fact, circumstance, act or omission alleged in any **Event(s)** and/or (ii) any **Wrongful Act** which is the same as, similar or related to or a repetition of any **Wrongful Act** alleged in any **Event(s)**.

It is further understood and agreed that in the event a **Claim** is excluded pursuant to this endorsement, and such **Claim** was made during the **Policy Period** or **Discovery Period** (if applicable) and reported to the **Insurer** in satisfaction of all **Claims**-reporting requirements of this Policy, including without limitation all terms and conditions of Clause 7. NOTICE AND REPORTING of this Policy, then such **Claim** will be deemed to have been:

(i) made during the policy period of Policy #22456418; #17085042 issued by the **Insurer** to the **Named Entity** (hereinafter "**Prior Policy**"); and
(ii) noticed to the **Insurer** pursuant to and in satisfaction of subparagraph (b) of Clause 7. NOTICE AND REPORTING of the **Prior Policy**.

subject to all terms, conditions, limitations and exclusions of the **Prior Policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

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END 051

ENDORSEMENT# 52

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

BOOKS & RECORDS COSTS ($250K SUBLIMIT)

In consideration of the premium charged, it is hereby understood and agreed that Clause 13, DEFINITIONS of the policy is amended as follows:

1. The definition of **"Derivative Investigation Costs"** is amended by adding the following:

   Derivative Investigation Costs shall also include **Books & Records Costs.**

2. The following term is added:

Books & Records Costs	means reasonable and necessary costs, charges, fees and expenses consented to by the **Insurer** and incurred by the **Organization** in response to a written demand by or on behalf of any shareholder of such **Organization** to inspect the books and records of such **Organization** pursuant to Section 220 of the Delaware General Corporation Law or any similar statute in any other jurisdiction.

3. Notwithstanding anything in this policy to the contrary, **Books & Records Costs** shall be subject to a $250,000 aggregate sublimit of liability, which amount shall be part of, and not in addition to, any applicable aggregate sublimit of liability for **Derivative Investigation Costs.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 53

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

PLAINTIFF ATTORNEYS' FEES

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS of the policy is amended as follows:

1. The definition of "**Loss**" is amended by adding the following:

   Loss also means plaintiff attorneys' fees awarded or approved by a court in connection with a **Non-Monetary Settlement**, subject to Clause 9. DEFENSE AND SETTLEMENT.

2. The following term is added:

Non-Monetary Settlement	means a settlement of a **Claim** brought by one or more shareholders of an **Organization**, either directly or derivatively on behalf of an **Organization**, wherein no monetary consideration would be received by such shareholder(s) or **Organization**, including but not limited to any such **Claim** alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all the ownership interest in or assets of an entity is inadequate.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 54

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

OTHER INSURANCE AND INDEMNIFICATION AMENDED
DELETE ANTI-STACKING

In consideration of the premium charged, it is hereby understood and agreed that Clause 12.A.2. *Other Insurance and Indemnification* is amended by deleting the third paragraph thereof and replacing it with the following:

> In the event of a **Claim** made against an **Outside Entity Executive**, coverage as is afforded by this policy, whether under the *Insured Person Coverage* or the *Indemnification Of Insured Person Coverage*, shall be specifically excess of: (a) any indemnification provided by an **Outside Entity**; and (b) any insurance coverage afforded to an **Outside Entity** or its **Executives** applicable to such **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 054

ENDORSEMENT# 55

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

NOMINAL DEFENDANT EXPRESS COVERAGE

(For Executive Edge)

In consideration of the premium charged, it is hereby understood and agreed that:

1. Insuring Agreement C. *Organization Coverage*, is deleted in its entirety and replaced with the following:

   C. Organization Coverage
   This policy shall pay the **Loss** of any **Organization**:

   (1) arising from any **Securities Claim** made against such **Organization** for any **Wrongful Act** of such **Organization**;

   (2) incurred as **Derivative Investigation Costs**, subject to a $250,000 aggregate sublimit of liability; or

   (3) incurred by an **Organization** or on its behalf by any **Executives** of the **Organization** (including through any special committee) as:

   a. Nominal Defendant Response Costs; and

   b. Defense Costs in seeking the dismissal of any **Derivative Suit** against any **Insured**.

2. "**Nominal Defendant Response Costs**" means legal and related fees, costs and expenses incurred through a **Panel Firm** with the **Insurer's** consent that are reasonably and necessarily incurred in representing an **Organization** as a nominal plaintiff and/or nominal defendant in any **Derivative Suit**. **Nominal Defendant Response Costs** shall not include **Derivative Investigation Costs**, and **Derivative Investigation Costs** shall not include **Nominal Defendant Response Costs**. "**Loss**" includes **Nominal Defendant Response Costs**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 56

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

CONDUCT EXCLUSIONS AMENDED
(FINAL, NON-APPEALABLE ADJUDICATION IN ANY UNDERLYING PROCEEDING PERSONAL PROFIT AND FINANCIAL ADVANTAGE)

In consideration of the premium charged, it is hereby understood and agreed that Clause 4.B.(1) *Conduct* is deleted in its entirety and replaced with the following:

(1) *Conduct* arising out of, based upon or attributable to any:

(a) remuneration, personal profit or other financial advantage to which the **Insured** was not legally entitled; or

(b) deliberate criminal or deliberate fraudulent act by the **Insured**;

if established by any final, non-appealable adjudication in any underlying proceeding;

provided, however:

(i) Conduct Exclusion (a), above, shall not apply in a **Securities Claim** alleging violations of Section 11, 12 or 15 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations; and

(ii) with respect to Conduct Exclusion (b), for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in the United States of America, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 57

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

PRE-CLAIM INQUIRY COSTS DEFINITION AMENDED
(COST OF PRODUCING DOCUMENTS, CONSENT NOT UNREASONABLY WITHHELD)

In consideration of the premium charged, it is hereby understood and agreed that Clause 13. DEFINITIONS is amended by deleting the definition of "**Pre-Claim Inquiry Costs**" in its entirety and replacing it with the following:

Pre-Claim Inquiry Costs	means the reasonable and necessary pre-**Claim** fees, costs and expenses consented to by the **Insurer**, such consent not to be unreasonably withheld; and incurred by an **Insured Person** solely in connection with his/her preparation for and response to a **Pre-Claim Inquiry** directed to such **Insured Person**, including attendance at an interview or meeting requested by an **Enforcement Body** and the cost of such **Insured Person** in producing documents in his or her possession, but excluding any compensation of any **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 58

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

DERIVATIVE INVESTIGATION AMENDED
(DELETE REFERENCE TO DERIVATIVE SUIT)

In consideration of the premium charged, it is hereby understood and agreed that in Clause 13. **DEFINITIONS**, the Definition "**Derivative Investigation**" is deleted in its entirety and replaced with the following:

Derivative Investigation means, after receipt by any **Insured** of a **Claim** that is a **Derivative Demand**, any investigation conducted by the **Organization**, or on behalf of the **Organization** by its board of directors (or the equivalent management body) or any committee of the board of directors (or equivalent management body), as to how the **Organization** should respond.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 59

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

DODD-FRANK 954 COSTS
AND SOX 304 COSTS AMENDED
(CONSENT NOT UNREASONABLY WITHHELD)

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 2.A Executive Protection Suite is amended by deleting subparagraph (1) and replacing it with the following:

   (1) **SOX 304 Costs** and **Dodd-Frank 954 Costs**;

2. Clause 13. DEFINITIONS is amended as follows:

   A. The Definitions of "SOX 304 Costs" is deleted in its entirety and replaced with the following:

   SOX 304 Costs means the reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including the premium or origination fee for a loan or bond), such consent not to be unreasonably withheld, and incurred by the chief executive officer or chief financial officer of the **Named Entity** solely to facilitate the return of amounts required to be repaid by such **Executive** pursuant to Section 304(a) of the Sarbanes-Oxley Act of 2002. **SOX 304 Costs** do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested or required to be repaid by such **Executive** pursuant to Section 304(a).

   B. The following Definition is added:

   Dodd-Frank 954 Costs means the reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including the premium or origination fee for a loan or bond), such consent not to be unreasonably withheld, and incurred by an **Executive** solely to facilitate the return of amounts required to be repaid by such **Executive** pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. **Dodd-Frank 954 Costs** do not include the payment, return, reimbursement, disgorgement or restitution of any such amounts requested

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END 059

ENDORSEMENT# *59* (continued)

or required to be repaid by such **Insured Person** pursuant to Section 954.

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END 059

ENDORSEMENT# *60*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

ALTERNATIVE DISPUTE RESOLUTION AMENDED
WAITING PERIOD REVISED FOR EXPIRATION OF STATUTE OF LIMITATIONS

In consideration of the premium charged, it is hereby understood and agreed that Clause 12.F.1. *ALTERNATIVE DISPUTE RESOLUTION* is amended by deleting the paragraph entitled, *Mediation*, in its entirety and replacing it with the following:

Mediation	In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 60 days shall have elapsed from the date of the termination of the mediation. In the event, however, that the applicable statute of limitations shall expire during such 60 day period, the Insurer and Insureds agree to toll such statute of limitations to a date at least 60 days after the end of the initial 60 day period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 060

ENDORSEMENT# *61*

This endorsement, effective at *12:01 am* *October 24, 2022* forms a part of
Policy number *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Executive Edge*

ERISA EXCLUSION AMENDED

In consideration of the premium charged it is hereby understood and agreed that Clause 4.B *Exclusions* is amended by deleting Exclusion (6) in its entirety and replacing it with the following:

(6) *ERISA* solely with respect to any plan of which an **Organization** is the plan sponsor, for any violation of responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar provisions of any state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to the extent that a **Claim** is a **Securities Claim**; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 061

ENDORSEMENT# 62

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54
issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT WITH EXCEPTION FOR NON-INDEMNIFIABLE LOSS AND SECURITIES CLAIMS OTHER THAN CLEANUP COSTS

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the **Hazardous Properties** of **Nuclear Material**, including but not limited to:

(1) **Nuclear Material** located at any **Nuclear Facility** owned by, or operated by or on behalf of, the **Organization**, or discharged or dispersed therefrom;

(2) **Nuclear Material** contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Organization**;

(3) the furnishing by an **Insured** or the **Organization** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**; or

(4) **Claims** for damage or other injury to the **Organization** or its shareholders which allege, arise from, are based upon, are attributed to or in any way involve, directly or indirectly, the **Hazardous Properties** of **Nuclear Material**; or

B. (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or

(2) with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Notwithstanding the foregoing, this exclusion shall not apply to:

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END 062

ENDORSEMENT# *62* (continued)

Notwithstanding the foregoing, this exclusion shall not apply to:

(1) **Non-Indemnifiable Loss** other than **Non-Indemnifiable Loss** constituting **Cleanup Costs**; or

(2) **Loss** arising from a **Securities Claim**, other than **Loss** constituting **Cleanup Costs**

As used herein:

"**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**, **Hazardous Properties** and **Waste**.

"**Hazardous Properties**" include radioactive, toxic or explosive properties.

"**Nuclear facility**" means:

(a) any nuclear reactor;

(b) any equipment or device designed or used for:
(1) separating the isotopes of uranium or plutonium,
(2) processing or utilizing spent fuel, or
(3) handling, processing or packaging wastes;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; and

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"**Nuclear Material**" means source material, special nuclear material or byproduct material.

"**Nuclear Reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"**Source Material**," "**Special Nuclear Material**," and "**Byproduct Material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"**Spent Fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

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END 062

ENDORSEMENT# *62* (continued)

"**Waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of nuclear facility under paragraph (a) or (b) thereof

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 63

This endorsement, effective at 12:01 am October 24, 2022 forms a part of Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

SUBSIDIARY - ADDITION TO THE DEFINITION OF "SUBSIDIARY" (NO AP)

In consideration of the premium charged, it is hereby understood and agreed that in Clause 13. DEFINITIONS, the definition of "**Subsidiary**" is amended to include the following entity(ies), subject to such entity's respective **Continuity Date**.

SUBSIDIARY	**CONTINUITY DATE**
LA Cell, Inc.	October 24, 2016

For the purpose of the applicability of the coverage provided by this endorsement, the entities listed above and the **Organization** will be conclusively deemed to have indemnified the **Insured Persons** of each respective entity to the extent that such entity or the **Organization** is permitted or required to indemnify such **Insured Persons** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **Organization**. The entity and the **Organization** hereby agree to indemnify the **Insured Persons** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim**, made against any **Subsidiary** listed above or any **Insured Person** thereof:

(a) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or

(b) alleging any **Wrongful Act** occurring prior to the **Continuity Date** if an **Insured**, as of the **Continuity Date** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

In all events, coverage as is afforded under this endorsement with respect to a **Claim** made against each respective entity listed above or any **Insured Person** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the respective entity's **Continuity Date** and prior to the time that the **Named Entity** no longer maintains **Management Control** of such entity either directly or indirectly through one or more of its **Subsidiaries**.

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END 063

ENDORSEMENT# 63 (continued)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# *64*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

INSURED PERSON - ADDITION TO THE DEFINITION

In consideration of the premium charged, it is hereby understood and agreed that the Definition of "**Insured Person**" is amended to include any individual(s) of the **Organization** listed below, but solely for **Wrongful Acts** committed in his or her respective capacity(ies) listed below.

INDIVIDUALS	CAPACITY	CONTINUITY DATE
Dean Ferrigno	*Chief Accounting Officer*	*May 15, 2017*

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the **Organization** will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the **Organization** is permitted or required to indemnify such persons pursuant to law (common or statutory), contract, or the charter or by-laws of the **Organization** (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The **Organization** hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured:**

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END 064

ENDORSEMENT# *64* (continued)

(1) alleging, arising out of, based upon or attributable to any pending or prior litigation as of each individual's respective Continuity Date listed above, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and

(2) alleging any **Wrongful Act** occurring prior to each individual's respective Continuity Date if the **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 064

ENDORSEMENT# *65*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

EXECUTIVE - ADDITION TO THE DEFINITION

In consideration of the premium charged, it is hereby understood and agreed that the definition of "**Executive**" is amended to include the individual(s) listed below, but solely for **Wrongful Acts** committed in his or her respective capacity(ies) described below and subject to the individual's respective **Continuity Date**.

INDIVIDUALS	CAPACITY	CONTINUITY DATE
Michael Faerm	*Interim Chief Financial Officer for Scilex Pharmaceuticals, Inc.*	*July 17, 2019*

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the **Organization** will be conclusively deemed to have indemnified the individuals afforded coverage by this endorsement to the extent that the **Organization** is permitted or required to indemnify such persons pursuant to law (common or statutory) or contract or the charter, bylaws, operating agreement or similar documents of an **Organization** (which are hereby deemed to adopt the broadest provision of the law which determines, or defines such rights of indemnity). The **Organization** hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract.

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END 065

ENDORSEMENT# *65* (continued)

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made against an **Insured** alleging any **Wrongful Act** occurring prior to each individual's respective **Continuity Date** if an **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 065

ENDORSEMENT# 66

This endorsement, effective *at 12:01AM October 24, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

PASSPORT STRUCTURE APPENDIX REPLACED

In consideration of the premium charged, it is hereby understood and agreed that the Passport Structure Appendix attached to this policy is deleted in its entirety and replaced with the following:

This *Passport Structure Appendix* shall only be applicable if the Passport option box has been checked on the Declarations.

The **Insurer** and the **Named Entity** have negotiated this policy to provide *inter alia* that coverage afforded hereunder shall apply anywhere in the world. The **Insurer** and the **Named Entity** have also agreed that to best effectuate application of this policy to **Claims** made outside the United States, certain insurance company affiliates of the **Insurer** will cause to be issued policies in certain **Foreign Jurisdiction(s)** (herein, "**Passport Foreign Underlyer Policies**"; together with this policy, the "**Passport Policies**"), as described in the binder, each of which will be subject to its own terms, conditions and exclusions. Accordingly, the **Insurer**, the **Named Entity** and the other **Insureds** agree as follows:

1. For the purpose of determining whether any **Loss** may be payable under this policy in addition to any loss paid under a **Passport Foreign Underlyer Policy**:

   (a) the **Insurer**, to the extent permitted by law, shall apply to such **Claim(s)** the terms and conditions of such **Passport Foreign Underlyer Policy** as amended to include those terms and conditions of this policy that are more favorable to the **Insureds** against whom such **Claim** is made; and

   (b) at the **Insured's** direction, to the extent permitted by law, either (i) the **Insurer** will pay to the **Named Entity** any additional **Loss** that is covered solely due to the more favorable terms and conditions in this policy; or (ii) the insurer of the **Passport Foreign Underlyer Policy** in that **Foreign Jurisdiction** will pay to the **Insured** in that **Foreign Jurisdiction** any additional **Loss** that is covered solely due to the more favorable terms and conditions in this policy.

2. If any amounts paid to or on behalf of any of the **Insureds** under the **Passport Policies** cause the aggregate amount paid on all **Passport Policies** to exceed the **Limit of Liability** of this policy for a single policy period, then for all such amounts, the **Named Entity** shall irrevocably and unconditionally indemnify the **Insurer** from and shall pay all such amounts to or as directed by the **Insurer** as a payment obligation directly due from the **Named Entity** as a primary obligor, within ten (10) days from the **Insurer's** written demand.

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END 066

ENDORSEMENT# 66 (Continued)

This endorsement, effective *at 12:01AM October 24, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

3. All amounts due from the **Named Entity** under this *Passport Structure Appendix* shall be paid in full, without dispute, set-off, defense, cross-claim or counterclaim and free and clear of any tax, duty or other type of deductions or withholdings. If the **Named Entity** is required by law to make any deduction or withholding, then the amount due from the **Named Entity** shall be increased accordingly.
4. The courts in and for the State of New York, USA shall have exclusive jurisdiction over any disputes arising under this *Passport Structure Appendix* and the City of New York in the State of New York, USA shall be the exclusive venue. The sole remedy of the **Insurer** and the **Named Entity** for breach of the obligations in this *Passport Structure Appendix* shall be an action for breach of only those contractual obligations and appropriate relief therefor. Any breach of the obligations in this *Passport Structure Appendix* shall not be grounds for the **Insurer**, any of its insurance company affiliates or any **Insured** to claim a breach of the policy contract, as a whole, or to alter, avoid, withhold or delay performance of, or to deny the duty to perform, any other obligations in the **Passport Policies**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 066

ENDORSEMENT# 67

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.
Product Name: Executive Edge

WRONGFUL ACT DEFINITION AMENDED
(DELETE "SOLELY")

In consideration of the premium charged, it is hereby understood and agreed that in Clause 13. **DEFINITIONS**, paragraphs (i) and (iii) of the definition of "**Wrongful Act**" are deleted in their entirety and replaced by the following:

(i) with respect to any **Executive** of an **Organization**, by such **Executive** in his or her capacity as such or any matter claimed against such **Executive** by reason of his or her status as such;

(iii) with respect to any **Outside Entity Executive**, by such **Outside Entity Executive** in his or her capacity as such or any matter claimed against such **Outside Entity Executive** by reason of his or her status as such;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 067

ENDORSEMENT# 68

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 068

ENDORSEMENT# 69

This endorsement, effective at 12:01 am October 24, 2022 forms a part of
Policy number 01-615-28-54
Issued to: SORRENTO THERAPEUTICS, INC.

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Executive Edge

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds $100 billion; and for aggregate insured losses up to $100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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END 069

ENDORSEMENT# *70*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
104122	04/10	D&O ADMITTED DEC
96555	01/15	TRIA DEC DISCLOSURE FORM
104123	04/10	D&O ADMITTED GUTS
104870	04/10	CRISISFUND APPENDIX
104163	04/10	PASSPORT STRUCTURE APPENDIX
90143	12/05	CALIFORNIA PUNITIVE DAMAGES LAW ENDORSEMENT
52133	03/07	CALIFORNIA AMENDATORY - CANCELLATION/NONRENEWAL
94039	05/07	STATE AMENDATORY INCONSISTENT
106011	07/10	ALLOCATION CLAUSE AMENDED COVERED AND UNCOVERED PARTIES AND MATTERS
106827	09/10	APPLICATION AMENDED UNDERWRITING OF THIS POLICY WRITTEN REPRESENTATIONS AND PUBLIC FILINGS
116295	03/15	CLASS CERTIFICATION EVENT STUDY EXPENSES (REMOVES ADMISSIBLE TRIGGER)
107031	10/10	APPLICATION AND UNDERWRITING AMENDED DELETE RENEWAL APPLICATION PROCEDURE
107032	10/10	APPLICATION AND UNDERWRITING AMENDED KNOWLEDGE REVISIONS
107033	10/10	APPLICATION AND UNDERWRITING AMENDED RELIANCE AND INCORPORATION
106012	07/10	BANKRUPTCY WAIVER ADDED
115281	05/13	CLAIM DEFINITION AMENDED (REQUEST TO TOLL STATUTE OF LIMITATIONS)
104933	04/10	CRISISPLUS ENDORSEMENT FOR BIOTECHNOLOGY ORGANIZATIONS
106006	07/10	DISCOVERY CLAUSE AMENDED DELETE OR REPLACED
107187	11/10	ENTITY V INSURED EXCLUSION AMENDED AMEND CARVEBACK C FOR BANKRUPTCY CONSTITUENCIES
106009	07/10	PRIOR NOTICE EXCLUSION SAME OR RELATED WRONGFUL ACTS

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END 070

ENDORSEMENT# *70*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of
policy number *01-615-28-54*
issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
104959	04/10	RETENTION EROSION THROUGH SIDE-A INSURANCE FILL-IN
104962	04/10	SECURITIES CLAIM DEFINITION - COMMON LAW
106823	09/10	SEVERABILITY OF EXCLUSIONS AMENDED GC IMPUTATION EXCEPTION FOR TIMELY REMEDIAL ACTION
105000	04/10	SEVERABILITY OF THE APPLICATION AMENDED (ADVANCEMENT)
107030	10/10	SUBROGATION AMENDED DELETE SECOND PARAGRAPH
106010	07/10	TRANSACTION AMENDED DELETE SUBPARAGRAPH (3)
107317	11/10	SPOUSAL DOMESTIC PARTNER AND LEGAL REPRESENTATIVE EXTENSION AMENDED TRUST OR ESTATE PLANNING VEHICLE
106828	09/10	UK CORPORATE MANSLAUGHTER ACT DEFENSE COSTS AMENDED OTHER LAW
106829	09/10	EXTRADITION AMENDED SOUGHT TO BE SURRENDERED
106830	09/10	GLOBAL LIBERALIZATION AMENDED DEFINE WORLWIDE EFFECT
106831	09/10	LIBERTY PROTECTION COSTS AMENDED DELETE NO CLAIM MADE OR PRE CLAIM INQUIRY KNOWN REQUIREMENT
106832	09/10	LOSS AMENDED CLEANUP COSTS
106816	09/10	LOSS AMENDED DELETE COURT ORDER WORDING
108604	04/11	PRE-CLAIM INQUIRY AMENDED CHANGE AND TO OR
106818	09/10	RECOVERY OF LIMITS AMENDED DELETE LAST SENTENCE
105002	04/10	SHADOW DIRECTORS COVERAGE
115716	07/13	SELLING SHAREHOLDER EXTENSION
113734	03/13	ENTITY V. INSURED EXCLUSION AMENDED (CARVEBACKS FOR WHISTLEBLOWER, BANKRUPTCY CONSITUTENCIES, DIP CLAIMS AGAINST FORMER INSURED PERSONS, AND FOREIGN JURISDICTION)
108592	04/11	CONTROL PERSON CAPACITY
108594	04/11	DERIVATIVE INVESTIGATION COSTS AMENDED

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ENDORSEMENT# *70*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
113415	01/13	CLAIMS PARTICIPATION AND COOPERATION CLAUSE AMENDED
115711	07/13	NOTICE AND REPORTING PROVISION AMENDED
104134	04/10	PENDING AND PRIOR LITIGATION EXCLUSION - EXCESS LIMITS TWO EXCESS LAYERS
115715	07/13	ORDER OF PAYMENTS AMENDED (WRITTEN REQUEST OF CEO DELETED)
108587	04/11	ADVANCEMENT AMENDED NOT IN DEFAULT OF PAYMENT RETURN OF PAYMENTS
107191	11/10	P&P LITIGATION EXCLUSION AMENDED INSURED PARTY
120417	09/15	NOTICE REPORTING AMENDED (PREJUDICE THRESHOLD)
108599	04/11	NOTICE AND REPORTING AMENDED NOTICE OF CIRCUMSTANCES REQUIREMENTS
108606	04/11	SEVERABILITY OF EXCLUSIONS AMENDED TOP 3 OF NAMED ENTITY
108603	04/11	PERSONAL INJURY EXCLUSION AMENDED UK CORPORATE MANSLAUGHTER ACT DEFENSE COSTS CARVEBACK
108596	04/11	ENTITY V INSURED EXCLUSION AMENDED CARVEBACKS A AND B DELETE IN DEFENDING ANY CLAIM AGAINST THAT INSURED PERSON WHISTLEBLOWER CARVEBACK
106817	09/10	PERSONAL REPUTATION EXPENSES AMENDED SAME EVENTS
113730	03/13	ALLOCATION AMENDED (ADD REASONABLY)
114724	09/14	DEFENSE COSTS AMENDED (CONSENT NOT UNREASONABLY WITHHELD)
MNSCPT		SPECIFIC ENTITY EXCLUSION
104145	04/10	SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT OR ACT EXCLUSION
120451	09/15	BOOKS RECORDS COSTS (250K SUBLIMIT)
120450	09/15	PLAINTIFF ATTORNEYS FEES
108600	04/11	OTHER INSURANCE AND INDEMNIFICATION AMENDED DELETE ANTI STACKING
116567	03/15	NOMINAL DEFENDANT EXPRESS COVERAGE

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ENDORSEMENT# *70*

This endorsement, effective *12:01 am* *October 24, 2022* forms a part of policy number *01-615-28-54* issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
113731	03/13	CONDUCT EXCLUSIONS AMENDED (FINAL, NON-APPEALABLE ADJUDICATION IN ANY UNDERLYING PROCEEDING PERSONAL PROFIT AND FINANCIAL ADVANTAGE)
116671	03/15	PRECLAIM INQUIRY COSTS AMENDED COST OF PRODUCING DOCUMENTS (CONSENT NOT UNREASONABLY WITHHELD)
114652	09/14	DERIVATIVE INVESTIGATION AMENDED DELETE REFERENCE TO DERIVATIVE SUIT
120778	01/16	DODDFRANK 954 COSTS AND SOX 304 COSTS AMENDED (CONSENT NOT UNREASONABLY WITHHELD)
108589	04/11	ALTERNATIVE DISPUTE RESOLUTION AMENDED WAITING PERIOD REVISED FOR EXPIRATION OF STATUTE OF LIMITATIONS
120477	10/15	ERISA EXCLUSION AMENDED (SECURITIES CLAIM AND SPONSORED PLAN CARVEBACKS)
115285	05/13	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT WITH EXCEPTION FOR NON INDEMNIFIABLE LOSS AND SECURITIES CLAIMS (OTHER THAN CLEANUP COSTS)
116335	03/15	SUBSIDIARY ADDITION TO THE DEFINITION OF SUBSIDIARY (NO AP)
104944	04/10	INSURED PERSON - ADDITION TO DEFINITION
104941	04/10	EXECUTIVE - ADDITION TO DEFINITION
132576	04/19	PASSPORT STRUCTURE APPENDIX
127762	12/17	WRONGFUL ACT DEFINITION AMENDED (DELETE SOLELY)
119679	09/15	ECONOMIC SANCTIONS ENDORSEMENT
125595	03/17	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
78859	10/01	FORMS INDEX ENDORSEMENT

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ENDORSEMENT# 70

This endorsement, effective 12:01 am October 24, 2022 forms a part of policy number 01-615-28-54 issued to SORRENTO THERAPEUTICS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 070

ENDORSEMENT# 71

This endorsement, effective *at 12:01AM November 11, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

SPECIFIC ENTITY EXCLUSION (CLAIMS MADE AGAINST)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made against any **Specified Entity** and/or any **Executive** or **Employee** thereof alleging any **Wrongful Act** occurring on or after the **Effective Time**. **Loss** arising out of the same or **Interrelated Wrongful Act** shall be deemed to arise from the first such **Interrelated Wrongful Act**.

"Specified Entity" means Scilex Holding Company (including any subsidiary thereof).

"Effective Time" means 11/11/2022

"Interrelated Wrongful Act" means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions, occurrences or causes.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

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END 071

ENDORSEMENT# 72

This endorsement, effective *at 12:01AM November 11, 2022* forms a part of
Policy number: *01-615-28-54*
Issued to: *SORRENTO THERAPEUTICS, INC.*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT BY)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** brought by or on behalf of any entity(ies) listed below and/or any **Executives** thereof; or by any security holder of the **Organization** whether directly or derivatively, unless such **Claim** is instigated and continued totally independent of, or without the intervention of such entity(ies) and/or any **Executives** thereof:

1. Scilex Holding Company (including any subsidiary or affiliate thereof)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

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END 072

ENDORSEMENT# *73*

This endorsement, effective *12:01 am* *November 11, 2022* forms a part of
policy number *01-615-28-54*
issued to *SORRENTO THERAPEUTICS, INC.*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

FORM NUMBER	EDITION DATE	FORM TITLE
147033	11/22	SPECIFIC ENTITY EXCLUSION (CLAIMS MADE AGAINST)
105003	04/10	SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT BY)
SYSLIB	01/05	FORMS INDEX (AMENDED)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 073

AIG

CLAIM REPORTING FORM

Issuing Company: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Reported under Policy/Bond Number: *01-615-28-54* Date: _____

Type of Coverage: D&O _____ E&O _____ Fidelity _____ (complete the Fidelity Supplemental on the next page)

Insured's Name, as given on Policy Declarations (Face Page):

SORRENTO THERAPEUTICS, INC.

Contact Person: _____

Title: _____

Phone: (_____) _____ - _____ Ext _____

eMail: _____ @ _____

Case or Claimant Name: _____

If the party involved is different from "Insured" Name (as given on Policy Declarations) state relationship:

Insurance Broker/Agent: *MARSH & MCLENNAN AGENCY LLC*

Address: *9171 TOWNE CENTRE DR., STE 500*

Address: *SAN DIEGO, CA 92122*

Contact: *TIM MCCLELLAN* Phone: _____

eMail: *tim.mcclellan@marshmma.com*

Send Notice of Claims to:

AIG
Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225

Phone: (888) 602-5246
Fax: (866) 227-1750
Email: c-Claim@AIG.com

AIG

CLAIM REPORTING FORM
FIDELITY SUPPLEMENTAL

(Only complete this supplemental if the Claim is being reported under Fidelity Coverage)

Issuing Company: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Reported under Policy/Bond Number: *01-615-28-54*

Date of Discovery: _____ Estimated Amount of loss: _____

Cause of Loss:				
	Employee Dishonesty	_____	Computer Fraud	_____
	Funds Transfer	_____	Robbery/Burglary	_____
	ID Theft	_____	Forgery	_____
	Client Property	_____	In Transit	_____
	ERISA	_____	Credit Card Forgery	_____
	Other	_____	if Other, describe:	_____

Send Notice Of Claims To:

AIG
Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225

Phone: (888) 602-5246
Fax: (866) 227-1750
Email: c-Claim@AIG.com

centralized Customer Link and Information Management

Exhibit 8

McKool Smith

Joshua J. Newcomer
jnewcomer@McKoolSmith.com

600 Travis Street
Suite 7000
Houston, TX 77002

Telephone: (713) 485-7300
Direct Dial: (713) 485-7316

April 13, 2026

VIA EMAIL AND OVERNIGHT DELIVERY SERVICE
Bradley P. Boyer
Kutak Rock LLP
777 South Figueroa Street, Suite 4550
Los Angeles, CA 90017-5800

RE: Cease and Desist in connection with *Ethan Mevi, et al. v. Henry Ji, et al.*, Case No. 26-cv-02113-DMS-DEB (the "Lawsuit")

Dear Mr. Boyer:

This firm represents David Weinhoffer, in his capacity as Liquidating Trustee ("Trustee") of the Sorrento Therapeutics, Inc. et al., Liquidating Trust (the "Trust"). The Trust was established, and the Trustee was appointed and duly-authorized, pursuant to various orders, including a confirmation order, entered by the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") in the jointly-administered chapter 11 cases styled *In re Sorrento Therapeutics, Inc., et al.*, Case No. 23-90085 (the "Bankruptcy Cases").

I write regarding the above-referenced Lawsuit that you have filed on behalf of various individuals that allege to have been equity shareholders (the "Plaintiffs") in Sorrento Therapeutics, Inc. ("Sorrento") at certain times. The Lawsuit asserts various claims and causes of action that are exclusively owned, held, and controlled by the Trust and the Trustee, and your assertion and prosecution of these claims constitutes a direct and bad faith violation of the Bankruptcy Court's orders. Accordingly, we demand that you immediately cease and desist any further prosecution of the Lawsuit by dismissing them with prejudice no later than April 17, 2026, at 5:00 p.m. prevailing Central time. Failure to do so will result in our seeking relief from the Bankruptcy Court, including sanctions against you and your clients for your violative acts.

I. Your Lawsuit Complaint Asserts Various Claims That Belong to the Trust.

As I assume you know from even a minimal level of pre-filing due diligence, the Bankruptcy Court confirmed the chapter 11 plan for Sorrento and its debtor affiliate (collectively, the "Debtors") pursuant to orders entered in the Bankruptcy Cases at Docket Nos. 1616, 1652, 2001, and 2093 (collectively, the "Confirmation Order"). The operative plan confirmed by the Confirmation Order is the Second Modified Joint Plan of Liquidation of Sorrento Therapeutics, Inc. and Scintilla Pharmaceuticals, Inc. Under Chapter 11 of the Bankruptcy Code (the "Plan"). The Confirmation Order further expressly (i) approved, confirmed, and incorporated the Debtors' "Plan Supplement" (the "Plan Supplement") [*See* Dkt. No. 1652, ¶¶RR, 1 and 7 (among others)],

and (ii) transferred to the Trust the Debtors' "Assets", including the Debtors' "Causes of Action", [*See* Dkt. No. 1652, ¶9], in accordance with and as defined in the Plan and the Plan Supplement.

The Plan Supplement specifically sets forth and identifies the Debtors' Causes of Action that were to be (and ultimately were) transferred to the Trust upon the Plan's Effective Date. *See* Dkt. No. 1596-5. While I assume that, in your due diligence, you have previously reviewed the Plan Supplement's schedule of Liquidation Trust Causes of Action, I have attached a copy as Attachment A for your further convenience. Notably, the Plan Supplement plainly provides for the transfer to the Trust of "any and all Causes of Action … whether arising before or after the Petition Date." Without limiting the broad transfer of all Causes of Action to the Trust, the Plan Supplement further specifically identifies the following claims to be transferred to the Trust: (1) fiduciary breach claims against Henry Ji and other board members and management, and (2) any claims related to (a) the Dividend, (b) the Debt Exchange Agreement, (c) the Scilex Guarantee, (d) the Cytimm Acquisition, (e) the Aardvark Acquisition, (f) the Deverra Acquisition, (g) the Elsie Investment, (h) the ZFB Acquisition, (i) the ACEA Acquisition, (j) the Virex Acquisition, and (k) other Various Fiduciary Claims (each of the foregoing as described in the Plan Supplement).

In your Complaint for Racketeering Influenced Corrupt Organizations Act ("RICO") 18 U.S.C. § 1962(C); Conspiracy to Violate RICO, 18 U.S.C. § 1962(D); Breach of Fiduciary Duty; Aiding and Abetting Breach of Fiduciary Duty; Violation of California Penal Code Section 496; and Breach of Fiduciary Duty (the "Complaint") initiating the Lawsuit, you assert two RICO counts (the "RICO Counts"); three breach of fiduciary duty counts (inclusive of one aiding and abetting count) against Henry Ji, other individual directors, and alleged aiders and abettors of those alleged breaches (the "Fiduciary Breach Counts"); and a civil claim arising under California Penal Code Section 496 (the "Penal Code Count"). The injury you allege for all claims asserts to harm to the Debtors and Debtors' estates. It is plainly evident from the face of your Complaint that these claims belonged to the Debtors' estates (including derivative claims) that, pursuant to the Plan and the Confirmation Order, were transferred to, and continue to be owned by, the Trust under the sole and exclusive control of the Trustee.

Pursuant to section 541 of the Bankruptcy Code, property of the estate consists of all assets of a debtor, wherever located. 11 U.S.C. § 541. Applicable law makes clear that a corporate debtor's prepetition and post-petition causes of action belong to the bankruptcy estate pursuant to section 541 of the Code, not to any one individual creditor or equity owner associated with the debtor. *See, e.g.*, *Matter of S.I. Acquisition, Inc.*, 817 F.2d 1142, 1150 (5th Cir. 1987); *In re MortgageAmerica Corp.*, 714 F.2d 1266, 1278-79 (5th Cir. 1983); *In re Schepps Food Stores, Inc.*, 160 B.R. 792, 799 (Bankr. S.D. Tex. 1993). Once a cause of action becomes property of the estate, only a trustee or debtor-in-possession has standing to pursue such action. *In re La. World Exposition, Inc.*, 858 F.2d 233, 246 (5th Cir. 1988).

Against this clear legal backdrop, bankruptcy courts are routinely presented situations similar to the present where a cause of action brought by a non-debtor is, in fact, an estate claim that is property of the debtor. In this situation, courts consider whether the claims are "direct" (to redress harms directly to an individual that is distinct from an injury to the corporate entity) versus "derivative" (to redress harms to the corporate entity). This distinction and the standard for determining whether a claim is a derivative claim under Delaware law (the governing law as it is Sorrento's state of incorporation) was explained in *Tooley v. Donaldson*, 845 A.2d 1031 (Del. Super. 2004). Simply, a derivative claim is one that seeks to remedy a harm to the entity and any

recovery belongs to the entity, while a direct (or individual) claim relates to a distinct and unique harm to the individual stakeholder. Per the *Tooley* court, "a court should look to the nature of the wrong and to whom the relief should go. The stockholder's claimed direct injury must be independent of any alleged injury to the corporation. The stockholder must demonstrate that the duty breached was owed to the stockholder and that he or she can prevail without showing an injury to the corporation." *Id.* at 1039.

The claims asserted in the Lawsuit are plainly derivative claims owned by the estate under a plethora of caselaw. Indeed, your Complaint is littered with allegations of harm caused by the defendants *to Sorrento*, including allegations regarding (i) the misappropriation and looting of "valuable assets of Sorrento" (see, Complaint, ¶¶110, 114), (ii) causing Sorrento to give up an equity stake in ImmunityBio and realize diminished or *de minimis* proceeds from various asset sales (*see* Compl., ¶¶115, 126), and (iii) Sorrento receiving "pennies on the dollar" for certain asset sales (*see* Compl., ¶¶119, 120). The Complaint includes multiple allegations of Sorrento transactions that caused harm, if any, solely and directly to Sorrento. Any harm that may have flowed to the Plaintiffs was merely an indirect result of their status as Sorrento equity holders (*i.e.*, "Sorrento was harmed and thus Plaintiff, as a shareholder, also suffered harm"). The claims styled in violations of fiduciary duties were expressly mentioned in the confirmation order and Plan, and the other claims simply allege injury to the *Sorrento or Sorrento property*, and thus those counts are owned by the Trust.

II. You Must Cease and Desist Any Further Prosecution, by Your Dismissal with Prejudice, of Claims Owned by the Trust.

The Trust's ownership of the claims alleged in your Lawsuit is simply not a close call. It is indisputable that these claims are estate claims that were transferred by Bankruptcy Court order (the Confirmation Order) to the Trust upon the plan's Effective Date, which occurred in 2024. Your clients' pursuit of these claims is therefore in clear violation of the Confirmation Order. Accordingly, the Trustee hereby demands that you and your clients immediately cease and desist from assertion or prosecution of the claims of the Lawsuit and that you dismiss with prejudice all Counts owned by the Trust no later than 5:00 p.m. prevailing Central time on Friday, April 17, 2026. Please copy the undersigned with requisite filings on or prior to this deadline.

III. Failure to Abide Will Result in Action Against You in the Bankruptcy Court, Including a Request for Sanctions.

In the event that you refuse or fail to comply with the Trustee's demand to dismiss the offending Counts in your Lawsuit on or before the above deadline, then the Trustee will be forced to seek relief from the Bankruptcy Court. Such relief may include declaratory relief, injunctive relief, and a request for fees, costs and other sanctions to be imposed upon your firm and your clients. While we have listed certain actions, the Trustee will take all appropriate action to protect the Trust. Again, this is simply not a close call— the offending Counts assert claims that belonged to the Debtors' estates and thus were transferred on the Plan Effective Date to the Trust and the Trustee.

As you know, section 105(a) of the Bankruptcy Code gives the Bankruptcy Court the power to take any action or make any "determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process." 11 U.S.C. §105(a). This power is

commonly recognized to permit the imposition of sanctions and civil contempt. *See, e.g., Matter of Terrebonne Fuel and Lube, Inc.*, 108 F.3d 609, 613 (5th Cir. 1997) (upholding a bankruptcy court order that awarded damages to a debtor resulting from a creditor's violation of the post-confirmation injunction, stating that "[t]he language of [section 105(a)] is unambiguous. Reading it under its plain meaning, we conclude that a bankruptcy court can issue any order, including a civil contempt order, necessary or appropriate to carry out the provisions of the bankruptcy code."); *see also In re Cleveland Imaging and Surgical Hosp., L.L.C.*, 26 F.4th 285 (5th Cir. 2022) (finding a knowing violation of confirmation order and affirming bankruptcy court award of sanctions in favor of litigation trustee against doctors that had improperly brought causes of action that belonged to litigation trust, with the sanctions including the fees and costs incurred by the trustee in challenging doctors actions.).

The only requisite to the Bankruptcy Court's discretionary imposition of monetary sanctions upon you and your clients is a determination that you have acted in bad faith or willfully abused the judicial process. *Cleveland Imaging*, 26 F.4th at 292; *In re David*, 487 B.R. 843, 870 (Bankr. S.D. Tex. 2013); *In re Saldana*, 531 B.R. 141, 167 (Bankr. N.D. Tex. 2015). In the present situation, all that will be required is a determination by the Bankruptcy Court that you and your clients were aware that the offending Lawsuit Counts are held by the Trust and that bringing such claims violates the Plan and the Confirmation Order. *See, e.g., Cleveland Imaging*, 26 F.4th at 297 ("This evidence leads us to the 'firm' conclusion that the doctors knew that the confirmation order barred them from filing [the action]. That means they did so in bad faith.").

Your Complaint is replete with factual allegations relating to the Bankruptcy Cases, including various transactions approved during the Bankruptcy Cases and the ultimate confirmation of the Plan. Indeed, you even confess to your knowledge and understanding of the Trustee's authority and the Trust's ownership of these claims in paragraph 146 of your Complaint, where you also blatantly misrepresent alleged exchanges with the Trustee regarding your Lawsuit claims and the actions taken by the Trustee. In sum, we will seek (and fully expect that the Bankruptcy Court will award) substantial monetary sanctions against your firm and your clients, jointly and severally, for all damages suffered by the Trust and the Trustee in enforcing its ownership of the claims that you have brought in your Lawsuit.

Regards,



Joshua J. Newcomer
Principal

JJN:
Enclosure