

Issues List and Comparison Chart
Based on 5/25/23 Draft of Term Sheet¹

#	Topic	University Position	Sixth Street Position
1.	Initial Purchase Amount	[REDACTED]	[REDACTED]
2.	Existing Liens	The DSOs and University will contribute [REDACTED] subject to prior liens and pledges existing as of Closing.	“Parties to agree on treatment of existing liens [REDACTED]
3.	Future Debt Financing	FSU NewCo may [REDACTED] without the prior consent of Purchaser.	FSU NewCo may [REDACTED] without the prior consent of Purchaser [REDACTED]
4.	[REDACTED]	[REDACTED]	[REDACTED]

¹ Please note that this issues list is focused on the most material issues raised by the revised term sheet, and we will address certain less significant issues and drafting comments directly in our mark-up.

#	Topic	University Position	Sixth Street Position
5.	[REDACTED]	[REDACTED]	[REDACTED]
6.	[REDACTED]	[REDACTED]	[REDACTED]
7.	REDACTED	REDACTED	REDACTED
8.	Available Proceeds	[REDACTED]	Deleted the concept. No amendments to Available Proceeds to address treatment of incremental revenues.
9.	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

#	Topic	University Position	Sixth Street Position
10.	[REDACTED]	[REDACTED]	[REDACTED]
11.	[REDACTED]	[REDACTED]	[REDACTED]
12.	[REDACTED]	[REDACTED]	[REDACTED]

#	Topic	University Position	Sixth Street Position
13.	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] breaches by FSU NewCo of such related party agreements.
14.	Intellectual Property	IP license granted from University to FSU NewCo to be non-exclusive.	IP license to be exclusive. [REDACTED]
15.	Termination	[REDACTED] [REDACTED] If either Party materially breaches, the sole and exclusive remedy will be to recover monetary damages.	[REDACTED] Other unspecified termination rights to be addressed in the definitive agreements.
16.	Assignment	Purchaser may not assign definitive agreement without University's prior written consent.	Added that University's consent cannot be unreasonably withheld, conditioned or delayed.