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9 Attorneys for the Post-Confirmation Liquidating Debtor
10 Heller Ehrman LLP

11 UNITED STATES BANKRUPTCY COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 In re:

15 HELLER EHRMAN LLP,

16 Post-Confirmation
17 Liquidating Debtor.

CASE NO.: 08-32514
Chapter 11

Date: November 4, 2022
Time: 10:30 a.m.
Place: Courtroom 17
Judge: Honorable Dennis Montali

*All court hearings will be conducted via AT&T
Conference or by Zoom*

18 **DECLARATION OF MICHAEL F. BURKART IN SUPPORT OF MOTION TO
19 AUTHORIZE PLAN ADMINISTRATOR'S SALE OF 63,351 SHARES OF COMMON
20 STOCK OF CONFOMETRX, INC.**

21 I, Michael F. Burkart, declare as follows:

22 1. I am the duly appointed Plan Administrator for Heller Ehrman LLP, the post
23 confirmation liquidating debtor in the above captioned case ("Heller" or "the "Liquidating
24 Debtor"), pursuant to the Joint Plan of Liquidation of Heller Ehrman LLP (August 9, 2010) (the
25 "Plan"). In such capacity, I am personally familiar with each of the facts stated herein, to which I
26 could competently testify if called upon to do so in a court of law.

27 2. I make this declaration in support of the motion (the "Motion") for the entry of an
28 order authorizing the Liquidating Debtor to sell its 63,351 shares of Common Stock of
ConfometRx, Inc., a Delaware corporation (the "Company") for the amount of \$126,702.00 back
to the Company pursuant to a Common Stock Repurchase Agreement

1 3. On December 28, 2008, Heller filed a voluntary petition for relief under chapter 11
2 of the Bankruptcy Code. Heller, a 118-year-old international law firm, began the process of
3 winding down its business and affairs following the adoption of a Plan of Dissolution by the
4 shareholders of the Heller's limited partners in September 2008.

5 4. On January 5, 2009, the Office of the United States Trustee appointed the Official
6 Committee of Unsecured Creditors.

7 5. On August 13, 2010, the Court entered an order confirming the Plan, which order
8 became effective on September 1, 2010. There was no appeal of the order confirming the Plan, and
9 the order confirming the Plan is now final and non-appealable. The Effective Date of the Plan was
10 September 1, 2010 (the "Effective Date").

11 6. I am the duly appointed Plan Administrator under the Plan and have been managing
12 the Liquidating Debtor since the Effective Date. Under the Plan, the Liquidating Debtor retained
13 the responsibility for claims review, dispute resolution and distribution. See Plan sections 5.20-
14 5.22 & 5.27.

15 7. The Founding Shareholders of the Company were clients of Heller going back to
16 2002. The Company is a biotechnology research firm considered to be a leader in G protein coupled
17 receptor (GPCR) structural characterization and analysis and GPCR-targeted drug discovery.

18 8. Liquidating Debtor assisted with the legal formation and incorporation of the
19 Company, when the subject entity was originally incorporated on May 24, 2002, under the Laws
20 of the State of Delaware. (See PDF copy of status with Delaware Secretary of State attached as
21 Exhibit 1.)

22 9. The Company also registered as a Foreign Entity with the California Secretary of
23 State on April 7, 2003 for conducting business within the State of California and maintaining its
24 company headquarters in Palo Alto, CA. (See PDF copy of status with California Secretary of
25 State attached as Exhibit 2.)

26 10. Heller purchased 63,351 shares of Common Stock issued by the Company pursuant
27 to a Stock Purchase Agreement executed in November of 2005. (A true and correct copy of the
28 Stock Purchase Agreement executed in November of 2005 is attached hereto as Exhibit 3.) The

1 subject 63,351 shares of the Company represent approximately 2.0% of the total outstanding shares
2 of common stock shares.

3 11. Currently, all of the company's common stock shares are closely held by a small
4 number of inside shareholders and are not publicly traded.

5 12. I have been in contact with the Company over recent years, and they have shared
6 financial information with me as the Plan Administrator. After examination of two company
7 evaluations of the Company, I am persuaded that the proposed sale price of \$126,702.00 for the
8 63,351 shares of common stock represents a fair and reasonable value.

9 13. The sale and purchase of the Stock shall be without recourse to the Liquidating
10 Debtor and without any representation or warranty by the Liquidating Debtor, whether express,
11 implied, or imposed by law. The terms and conditions of the sale are more specifically set forth in
12 the written ConfometRx, Inc. Common Stock Repurchase Agreement entered into between the
13 Purchaser and the Liquidating Debtor. (A true and correct copy of the Common Stock Repurchase
14 Agreement is attached hereto as Exhibit 4 (the "Agreement").)

15 14. I believe that the sale of the Common Stock, subject to overbid, is in the best
16 interests of the Estate because the Stock is not publicly traded, it is a small minority interest in a
17 closely held corporation, and that even though it may have some intellectual property assets based
18 on public information, selling a minority interest to any party other than the "company" is extremely
19 difficult.

20 I declare under penalty of perjury that the foregoing is true and correct to the best of my
21 knowledge and that this declaration was executed on October 5, 2022, in Sacramento, California.

22 /s/ Michael F. Burkart
23 MICHAEL F. BURKART
24
25
26
27
28

EXHIBIT 1

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	3529347	Incorporation Date / Formation Date:	5/24/2002 (mm/dd/yyyy)
Entity Name:	CONFOMETRX, INC.		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	INCORPORATING SERVICES, LTD.		
Address:	3500 S DUPONT HWY		
City:	DOVER	County:	Kent
State:	DE	Postal Code:	19901
Phone:	302-531-0855		

EXHIBIT 2

California Secretary of State

(As of July 3, 2022)

ConfometRx, Inc. (2505934)

<i>Initial Filing Date</i>	04/07/2003
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	DELAWARE
<i>Entity Type</i>	Stock Corporation - Out of State - Stock
<i>Principal Address</i>	840 CHIMALUS DRIVE, PALO ALTO, CA 94306
<i>Mailing Address</i>	840 CHIMALUS DRIVE, PALO ALTO, CA 94306
<i>Statement of Info Due Date</i>	04/30/2023
<i>Agent</i>	Individual 1089911 TONG SUN KOBILKA 840 CHIMALUS DRIVE PALO ALTO, CA 94306

Document Type	File Date	PDF
SI- NO CHANGE	12/07/2021	Statement of Information – No Change
SI-COMPLETE	04/25/2019	Statement of Information – No Change
SI-COMPLETE	02/12/2008	Statement of Information
REGISTRATION	04/07/2003	Registration by Foreign Corporation



California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information No Change

Entity Name: CONFOMETRX, INC.

Entity (File) Number: C2505934

File Date: 12/07/2021

Entity Type: Corporation

Jurisdiction: DELAWARE

Document ID: H011638

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: David Lau

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: H011638



State of California Secretary of State

F

Statement of Information (Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 13**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

State of California
Secretary of State



08-062103

FILED
In the office of the Secretary of State
of the State of California

FEB 13 2008

This Space For Filing Use Only

STATEMENT OF INFORMATION
(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions

36

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted)				F
C2505934 CONFOMETRX, INC. 840 CHIMALUS DR PALO ALTO CA 94306				
DUE DATE: 04-30-08				
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)				
2. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 12				
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)				
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
840 Chimalus Dr	Palo Alto	CA	94306	
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE	
Same as above		CA		
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Tong Sun Kobilka	840 Chimalus Dr.	Palo Alto	CA	94306
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
Navin Seethi	39159 Paseo Padre Parkway, Suite 106, Fremont		CA	94538
	Tong Sun Kobilka	as above		
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 10 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 10 must be left blank.)				
8. NAME OF AGENT FOR SERVICE OF PROCESS				
Tong Sun Kobilka				
10. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE	
840 Chimalus Drive	Palo Alto	CA	94306	
TYPE OF BUSINESS				
11. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
Biotechnology Research				
12. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT				
2-10-08	Tong Sun Kobilka	Pres/CEO/COO	Tong Sun Kobilka	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE	

2505934

FILED
in the office of the Secretary of State
of the State of California

APR - 7 2003


KEVIN SHELLEY, Secretary of State

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION
CONFOMETRX, INC.**

ConfometRx, Inc. a corporation organized and existing under the laws of the state of Delaware, makes the following statements and designation:

1. The address of its principal executive office is:

ConfometRx, Inc.
840 Chimalus Drive
Palo Alto, CA 94306

2. The address of its principal office in the State of California is:

840 Chimalus Drive
Palo Alto, CA 94306

3. Mr. Brian Kobilka, a natural person residing in the State of California, whose complete address is: 840 Chimalus Drive, Palo Alto, CA 94306 is designated as its agent upon whom process directed to the corporation may be served within the State of California in the manner provided by law.

4. The undersigned corporation hereby irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the Secretary of State of the State of California if the agent so designated or the agent's successor is no longer authorized to act or cannot be found at the address given.

4/3/03
Dated:

CONFOMETRX, INC.,
a Delaware Corporation

By: 
Brian Kobilka, President

Delaware

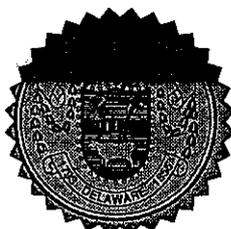
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONFOMETRX, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF APRIL, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONFOMETRX, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF MAY, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2349876

3529347 8300

030225001

DATE: 04-04-03

EXHIBIT 3

CONFOMETRX, INC.
COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (the "*Agreement*") is made and entered into as of November __, 2005 by and between ConfometRx, Inc., a Delaware corporation (the "*Company*"), and Heller Ehrman LLP (the "*Purchaser*").

THE PARTIES AGREE AS FOLLOWS:

1. ***Issuance of Shares; Purchase Price.*** The Purchaser hereby purchases and the Company hereby sells 63,351 shares of the Company common stock, par value \$0.001 per share (the "*Shares*"), for the consideration recited in the engagement letter by and between the Company and the Purchaser dated June 28, 2002.

2. ***Right of First Refusal and Restrictions on Transfer.*** The Shares shall be subject to a right of first refusal by the Company in the event that the Purchaser or any transferee of such Shares proposes to sell, pledge or otherwise transfer such Shares or any interest in such Shares to any person or entity. Any holder of the Shares desiring to transfer such Shares or any interest in such Shares shall give a written notice to the Company describing the proposed transfer, including the number of Shares proposed to be transferred, the price and terms at which such Shares are proposed to be transferred and the name and address of the proposed transferee. Unless otherwise agreed by the Company and the holder of such Shares, purchases by the Company under this Section shall be at the proposed price and terms specified in the notice to the Company. If the Company fails to exercise its right of first refusal within 30 days from the date on which the Company receives the stockholder's notice, the stockholder may, within the next 90 days, conclude a transfer to the proposed transferee of the exact number of Shares covered by that notice on terms not more favorable (taken as a whole) to the transferee than those described in the notice. The Company's right of first refusal shall attach to the Shares, and all transferees shall be subject thereto. Any subsequent proposed transfer shall again be subject to the Company's right of first refusal. If the Company exercises its right of first refusal, the stockholder shall endorse and deliver to the Company the stock certificates representing the Shares being repurchased and the Company shall upon such delivery pay the stockholder the total repurchase price. The holder of the Shares being repurchased shall cease to have any rights with respect to such Shares immediately upon receipt of the repurchase price. The right of first refusal set forth in this Section shall terminate upon the earliest of consummation of an underwritten public offering of the Company's common stock registered under the Securities Act of 1933 (the "*Act*"), sale of substantially all the assets of the Company, or a merger, consolidation, reorganization or similar transaction or series of related transactions in which the holders of the Company's outstanding shares immediately before such transaction do not, immediately

after such transaction, retain stock representing a majority of the voting power of the surviving entity.

3. **Market Standoff/Legends.**

3.1 **Market Standoff.** The Purchaser agrees that if so requested by the Company or any representative of the underwriters in connection with registration of the initial public offering of any securities of the Company under the Act, the Purchaser shall not sell or otherwise transfer any Shares or other securities of the Company during the 180 day period following the effective date of such registration statement.

3.2 **Legends.** The Purchaser understands and acknowledges that the Shares are not registered under the Act, and that under the Act and other applicable laws the Purchaser may be required to hold such Shares for an indefinite period of time. Each stock certificate representing Shares shall bear the following legends:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). ANY TRANSFER OF SUCH SECURITIES SHALL BE INVALID UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR, IN THE OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY, SUCH REGISTRATION IS UNNECESSARY FOR SUCH TRANSFER TO COMPLY WITH THE ACT.

THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER OF SUCH SECURITIES. PURSUANT TO THE TERMS OF SUCH AGREEMENT, THE COMPANY HAS A RIGHT OF FIRST REFUSAL WITH RESPECT TO TRANSFER OF SUCH SECURITIES. A COPY OF THE AGREEMENT CAN BE OBTAINED FROM THE SECRETARY OF THE COMPANY.”

3.3 **Stop Transfer Order.** An appropriate stop-transfer order may be noted on the Company’s stock records with respect to the restrictions imposed upon transfer of the shares under Section 2 or 3.1 of this Agreement or by operation of law.

3.4 **Removal of Legends and Stop Transfer Orders.** At any time after the Company’s initial public offering, upon request, the Company may remove the legend(s) imposed under Section 3.2 and the stop transfer orders imposed under Section 3.3 if, in the reasonable opinion of the Company’s counsel, the restrictions underlying such legend(s) and orders have then expired or been terminated.

4. **Representations and Acknowledgments of the Purchaser.** The Purchaser hereby represents, warrants, acknowledges and agrees that:

4.1 **Investment.** The Purchaser is acquiring the Shares for the Purchaser's own account, and not directly or indirectly for the account of any other person. The Purchaser is acquiring the Shares for investment and not with a view to distribution or resale thereof except in compliance with the Act and any applicable state law regulating securities.

4.2 **Access to Information.** The Purchaser has had the opportunity to ask questions of, and to receive answers from, appropriate executive officers of the Company with respect to the terms and conditions of the transactions contemplated hereby and with respect to the business, affairs, financial condition and results of operations of the Company. The Purchaser has had access to such financial and other information as is necessary in order for the Purchaser to make a fully informed decision as to investment in the Company, and has had the opportunity to obtain any additional information necessary to verify any of such information to which the Purchaser has had access.

4.3 **Pre-Existing Relationship.** The Purchaser further represents and warrants that he has either (i) a pre-existing relationship with the Company or one or more of its officers or directors consisting of personal or business contacts of a nature and duration which enable him to be aware of the character, business acumen and general business and financial circumstances of the Company or the officer or director with whom such relationship exists or (ii) such business or financial expertise as to be able to protect his own interests in connection with the purchase of the Shares.

4.4 **Speculative Investment.** The Purchaser's investment in the Company represented by the Shares is highly speculative in nature and is subject to a high degree of risk of loss in whole or in part; the amount of such investment is within the Purchaser's risk capital means and is not so great in relation to the Purchaser's total financial resources as would jeopardize the personal financial needs of the Purchaser and the Purchaser's family in the event such investment were lost in whole or in part.

4.5 **Unregistered Securities.**

(a) The Purchaser must bear the economic risk of investment for an indefinite period of time because the Shares have not been registered under the Act and therefore cannot and will not be sold unless they are subsequently registered under the Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register any of the Shares under the Act. The Company has made no representations, warranties or covenants whatsoever as to whether any exemption from the Act, including, without limitation, any exemption for

limited sales in routine brokers' transactions pursuant to Rule 144 under the Act, will become available and any such exemption pursuant to Rule 144, if available at all, will not be available unless: (i) a public trading market then exists in the Company's common stock, (ii) adequate information as to the Company's financial and other affairs and operations is then available to the public, and (iii) all other terms and conditions of Rule 144 have been satisfied.

(b) Transfer of the Shares has not been registered or qualified under any applicable state law regulating securities and therefore the Shares cannot and will not be sold unless they are subsequently registered or qualified under any such act or an exemption therefrom is available. The Company has made no agreements, covenants or undertakings whatsoever to register or qualify any of the Shares under any such act. The Company has made no representations, warranties or covenants whatsoever as to whether any exemption from any such act will become available.

5. **Tax Advice.** The Purchaser acknowledges that the Purchaser has not relied and will not rely upon the Company with respect to any tax consequences related to the ownership, purchase, or disposition of the Shares. The Purchaser assumes full responsibility for all such consequences and for the preparation and filing of all tax returns and elections which may or must be filed in connection with such Shares.

6. **No Commitment.** Nothing in this Agreement constitutes an agreement that the Purchaser will be employed or retained by the Company for any term.

7. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally or five (5) days after mailing if mailed by first class United States mail, certified or registered with return receipt requested, postage prepaid, and addressed as follows:

To the Company at: ConfometRx, Inc.
840 Chimalus Drive.
Palo Alto, CA 94306
Attention: Brian Kobilka, M.D.

To the Purchaser at: The address listed after its signature

8. **Binding Effect.** This Agreement shall be binding upon the heirs, legal representatives and successors of the Company and of the Purchaser; provided, however, that the Purchaser may not assign any rights or obligations under this Agreement. The Company's rights under this Agreement, including without limitation, the rights under Section 2, shall be freely assignable.

9. ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed entirely within the State of California by residents of the State of California.

10. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties pertaining to the Shares and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the Common Stock Purchase Agreement as of the date first above written.

ConfometRx, Inc.

By: Jong Sun Kimel

Title: Pres/CEO/Sec.

Heller Ehrman LLP

By: _____
Dan Appelman, Shareholder

Address: 275 Middlefield Road
Menlo Park, CA 94025

Fax Number: (650) 324-7045

E-mail: dan.appelman@hellerehrman.com

SV 2166223 v1
(39332.0001)

IN WITNESS WHEREOF, the parties hereto have executed the Common Stock Purchase Agreement as of the date first above written.

ConfometRx, Inc.

By: _____

Title: _____

Heller Ehrman LLP

By: *Daniel C Appel*
Dan Appelman, Shareholder

Address: 275 Middlefield Road
Menlo Park, CA 94025

Fax Number: (650) 324-7045

E-mail: dan.appelman@hellerehrman.com

SV 2166223 v1
(39332.0001)

EXHIBIT 4

CONFOMETRX, INC.

COMMON STOCK REPURCHASE AGREEMENT

This Common Stock Repurchase Agreement (this “Agreement”) is made as of September ____ 2022, by and between Michael Burkart, solely in his capacity as the Plan Administrator of the post-confirmation bankruptcy estate of Heller Ehrman LLP (the “Seller”) and ConfometRX, a Delaware corporation (the “Company”).

RECITALS

A. Seller is the record holder and beneficial owner of **63,351** shares of Common Stock of the Company (the “Shares”), which Shares were acquired pursuant to that certain Common Stock Purchase Agreement by and between the Company and Seller dated November 20, 2005 (the “SPA”).

B. Seller desires to sell back to the Company, and the Company desires to repurchase from Seller, the Shares upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Repurchase of Shares and Payment.

a. Effective as of the Closing (as such term defined below), Seller hereby sells, assigns, and transfers to the Company, and the Company hereby acquires from Seller, the Shares, including all right, title and interest therein.

b. In consideration of the Shares and this Agreement, the Company shall pay to Seller \$126,702.00 (the “Payment”) at the Closing.

2. Condition Precedent and Effective Date. This Agreement is subject to approval by United States Bankruptcy Court for the Northern District of California before which the Seller’s post-confirmation Chapter 11 case is pending (the “Bankruptcy Court”). The “Effective Date” of this Agreement shall be the 10th business day after the order approving this Agreement is entered on the Bankruptcy Court’s docket by the Clerk of the Court. Seller shall file the motion to obtain Bankruptcy Court approval.

3. Closing. The closing of the repurchase of the Shares by the Company (the “Closing”) shall occur on the Effective Date or at such other time and place after the Effective Date as the Parties mutually agree upon satisfaction of each of the conditions to closing set forth below (the date of such Closing, the “Closing Date”):

a. At or prior to the Closing, (a) Seller shall have delivered to the Company (i) Seller’s original stock certificate, in Seller’s name, covering the Shares, for cancellation, or an affidavit of lost stock certificate on a form provided by the Company, and (ii) the executed Stock Power and Assignment Separate from Certificate in the form attached hereto as Exhibit A.

b. At the Closing, the Company shall have delivered the Payment to the Seller in consideration of the Shares and this Agreement.

4. Representations and Warranties of Seller. Seller makes the following representations and warranties to the Company as of the date of this Agreement and as of the Closing Date:

a. Authority. Subject to Bankruptcy Court approval, Seller has full legal right, power, and authority to enter into and perform his or its obligations under this Agreement and to sell the Shares under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

b. Sole Ownership. Seller is the sole beneficial owner of, and holds valid and marketable title to the Shares, which Shares are fully paid and non-assessable, free and clear of any and all liens, claims, and encumbrances, and Seller has the legal capacity to deliver the Shares hereunder free and clear of any and all liens, claims, encumbrances, and adverse claims of any nature whatsoever. The Shares, when delivered to the Company, shall be fully paid and non-assessable, free and clear of any and all liens, claims, and encumbrances.

c. No Conflicts. Neither the execution, delivery or performance of this Agreement, nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with the terms and provisions hereof, will (i) conflict with, or result in the breach or termination of, or constitute a default (or with notice or lapse of time or both, constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by the terms, conditions or provisions of, any contract, note, bond, mortgage, indenture, license, lease, agreement, commitment or other instrument to which Seller is a party or by which Seller is bound; (ii) constitute a violation by a Seller of any law or statute or any judgment, ruling, order, writ, injunction, decree, rule or regulation of any court or governmental authority applicable to Seller or the Shares; or (iii) result in the creation of any lien, charge, encumbrance, mortgage, pledge or security interest of any kind upon the Shares.

d. No Litigation. There is no action, suit, claim, or other proceeding, pending or, to Seller's knowledge, threatened against Seller that, if adversely determined, would call into question the validity or prevent the consummation of the transactions contemplated by this Agreement.

e. Independent Advice. Seller has consulted with, and has received advice from, independent legal counsel, tax, and other advisors in connection with this Agreement. Seller is not relying on the Company's legal, tax or other advisors.

f. Sophisticated Party. Seller (a) is a sophisticated party familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding this Agreement and transactions contemplated hereby, and (c) has independently and without reliance upon the Company, and based on such information and the advice of advisors as Seller has deemed appropriate, made his own analysis and decision to enter into this Agreement. Seller acknowledges that none of Company or its affiliates is acting as a fiduciary, legal or financial or investment adviser to Seller, and has not given Seller any investment advice, opinion or other information on whether entering into this Agreement is prudent. Seller acknowledges that: (i) Company currently may have, and later may come into possession of, information with respect to the Company that is not known to Seller and that may be material to a decision to enter into this Agreement ("Excluded Information"); (ii) Seller has determined to enter into

this Agreement notwithstanding the lack of knowledge of the Excluded Information; (iii) Company shall have no liability to Seller, and Seller waives and releases any claims that it might have against Company whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Excluded Information in connection with this Agreement and the transactions contemplated by this Agreement; and (iv) the Company makes no representations or warranties regarding any information with respect to the Company. Seller understands that Company will rely on the accuracy and truth of the foregoing representations and acknowledgements, and Seller hereby consents to such reliance. Seller is selling back the Shares voluntarily.

g. Assignment of Claims. Seller represents that there has not been any assignment, transfer, conveyance or other disposition of any rights, obligations or liabilities released under the terms of this Agreement, and that there will be no assignment or transfer or purported assignment or transfer to any person or entity whatsoever, of any claim, debt, liability, demand, obligation, cost, expense, action, defense or cause of action released hereunder.

h. Reliance. Seller has not relied on any representations, promises or agreements other than those expressly set forth in this Agreement.

5. Release. Seller hereby forever releases, acquits, and fully discharges (and covenants not to sue) the Company and the Company's affiliates and current, former and future directors, officers, Sellers, employees, partners, members, agents, attorneys, consultants, subsidiaries, professional advisors, successors and assigns (collectively, the "Released Parties") from any and all obligations, demands, actions, causes of action, suits, counterclaims, set-offs, defenses, controversies, acts and omissions, liabilities, debts, liens, promises, damages, losses and expenses of any nature (including without limitation attorneys' fees, costs and sanctions) and other claims of any kind, both in law and in equity, whether known or unknown, vested or contingent, suspected or unsuspected, relating to or arising out of the ownership of the Shares, the SPA, this Agreement (other than the right to receive the Payment from the Company) and consummation of the repurchase of the Shares (collectively the "Releases").

Seller acknowledges and agrees that Seller is aware of, has had the opportunity to seek legal counsel, and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

With full awareness and understanding of this provision, the Seller hereby waives all rights that this provision or any comparable provision under any state, federal or non U.S. law may give to Seller as well as under any other statute or common law principles of similar effect. Seller intends the Releases set forth in this Agreement to apply fully to claims that the Seller does not presently know or suspect to exist at this time. Seller understands that the facts with respect to which this Agreement is given may hereafter prove to be different from the facts now known or believed by the Seller, and Seller hereby accepts and assumes the risk thereof, and agrees that the repurchase of the Shares by the Company shall be and shall remain, in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

6. Termination. This Agreement and the obligation of the Company to purchase the Shares may be terminated prior to the Closing:

- a. By the mutual written consent of the Company and Seller at any time;
- b. By the Company if a material breach of any provision of this Agreement has been committed by the Seller and such breach has not been waived by the Company; or
- c. By the Company if the Closing does not occur within thirty (30) days following the Effective Date.

Upon termination of this Agreement, the rights and obligations of the Company and Seller under this Agreement shall immediately cease and this Agreement shall have no further force or effect.

7. Miscellaneous Provisions.

a. Enforcement. The parties intend that, because of the unique nature of the Shares, this Agreement shall be enforceable in equity and subject to specific performance upon its breach. The parties waive any defense that damages are an adequate remedy for breach. The remedy of specific performance shall be in addition to any other remedy at law available to the parties.

b. Interpretation; Severability. The parties acknowledge and agree that the provisions of this Agreement are reasonable and valid in scope and in all other respects. If any of such provisions is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction (i) the remaining terms and provisions hereof shall be unimpaired and (ii) the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

c. Entire Agreement; Amendment. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. This Agreement may be amended only in a writing signed by both the Company and Seller.

d. Governing Law; Venue. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the California without regard for conflict of laws principles. The parties agree that the federal and state courts in Santa Clara County, California shall be the exclusive venue for disputes arising out of or relating to this Agreement.

e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

f. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and Seller and Seller's permitted representatives, heirs, legatees, distributees, assigns.

g. Further Assurances. Seller agrees to execute such further documents and instruments and to take such further actions as may be reasonably requested by the Company to carry out the purposes and intent of this Agreement.

h. Expenses. Each party shall bear its own expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement. In the event of any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including expert witness fees.

i. Disclaimer. SELLER ACKNOWLEDGES THAT, IF NOT REPURCHASED PURSUANT TO THIS AGREEMENT, THE VALUE OF SELLER'S SHARES MAY SIGNIFICANTLY APPRECIATE OR DEPRECIATE OVER TIME. SELLER UNDERSTANDS AND AGREES THAT IT IS GIVING UP THE OPPORTUNITY TO SELL THE SHARES TO ANY PERSON, INCLUDING THE COMPANY, AT A POSSIBLY HIGHER PRICE NOW OR IN THE FUTURE AND TO RECEIVE THE BENEFIT OF ANY FUTURE APPRECIATION, IF ANY, IN THE VALUE OF THE SHARES SOLD TO THE COMPANY. THE COMPANY MAY ALSO, IN THE FUTURE, DETERMINE TO PURCHASE THE COMPANY'S SHARES OTHER THAN THOSE REPURCHASED PURSUANT TO THIS AGREEMENT, AND IT IS POSSIBLE THAT SUCH PURCHASE MAY BE AT A HIGHER PRICE.

j. Limitation on Liability. Excluding claims and remedies for breach of this Agreement, Company agrees and acknowledges that any damages arising from or related in any way to this Agreement or the facts and circumstances related thereto against Seller shall be limited to proceeding against Heller Ehrman, LLP, and not Michael Burkart in his personal capacity in any way. Except for claims and remedies for breach of this Agreement or intentional wrongdoing, Michael Burkart shall have no personal liability of any kind for entering into this Agreement. Company agrees that Mr. Burkart is executing it solely in his representative capacity of Heller Ehrman, LLP.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

COMPANY:

ConfometRx, Inc.
a Delaware corporation

By: _____
Name: Tong Sun Kobilka
Title: CEO

SELLER:

Heller Ehrman LLP

By: Michael Burkart
Name: Michael Burkart, Plan Administrator

Address: 5150 FAIR OAKS BL. #101-184
CARMICHAEL, CA 95608

{00199754.DOC;2 } **SIGNATURE PAGE TO CONFOMETRX, INC. COMMON STOCK REPURCHASE AGREEMENT**

Exhibit A

Stock Power And Assignment
Separate From Stock Certificate

Stock Power And Assignment
Separate From Stock Certificate

FOR VALUE RECEIVED and pursuant to that certain Common Stock Repurchase Agreement, dated as of September _____, 2022 (the "Agreement"), the undersigned hereby sells, assigns and transfers unto ConfometRx, Inc. (the "Company") 63,351 shares of the Common Stock of the Company, standing in the undersigned's name on the books of the Company represented by Certificate No. CS-7 delivered herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company.

Dated _____

HELLER EHRMAN LLP

Michael Burkart,
Solely in his capacity as its Plan Administrator