

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)

In re: Chapter 11, Subchapter 5  
Teewinot Life Sciences Corp. Case No.8:20-bk-6489 MGW

Debtor.  
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**Second Amended Plan of Reorganization for Small Business Under Chapter 11**

**Plan of Reorganization, Dated October 20, 2020**

**Background for Cases Filed Under Subchapter V**

**A. Description and History of the Debtor's Business**

The Debtor is a corporation. Since 2015, the Debtor has been in the business of biosynthetic development and production of cannabinoids and their derivatives for consumer and pharmaceutical products. The Debtor is in pre-commercialization phase of business operations and is a pre-revenue company that has not yet initiated commercial sales.

The Debtor's 2018 Federal tax return was filed with the Debtor's bankruptcy petition [ECF No. 1]. The Debtor's articles of incorporation and bylaws are available by request to Debtor's counsel, whose contact information is on the last page of this Plan. The Debtor anticipates certain modifications to its articles of incorporation and bylaws, which modifications will be included in a plan supplement to be filed at least ten (10) days before the date of the hearing to consider confirmation of this Plan (the "**Confirmation Hearing**").

The Debtor has four wholly owned subsidiaries (the "**Debtor Subsidiaries**"). None of the Debtor Subsidiaries has filed a bankruptcy petition. On September 17, 2020, the Debtor filed a report on the financial condition of the Debtor Subsidiaries. [ECF No. 48]

The Debtor's primary asset is its ownership interest in Teewinot Technologies, Ltd., ("**T-Tech**"), one of the Debtor Subsidiaries. T-Tech is organized under the laws of Ireland. The primary assets of T-Tech are patents (the "**T-Tech Patents**") related to the biosynthetic development and production of cannabinoids and their derivatives. T-Tech has secured debt totaling approximately \$805,000 (the "**T-Tech/Secured Debt**"), approximately \$645,000 of which is owed to Tuatara Capital Fund I, L.P. and Tuatara Capital Parallel Fund I, L.P. (jointly "**Tuatara**") and approximately \$160,000 of which is owed to Charles Brink ("**Brink**"). It is anticipated that

another \$215,000 of secured loans will be required by T-Tech. As described in more detail below, Tuatara is also a substantial creditor of the Debtor and the holder of a substantial amount of equity interests in the Debtor. The T-Tech/Tuatara Debt is secured by substantially all of T-Tech's assets. Brink is a member of the Debtor's board of directors, the holder of a substantial amount of common equity and a substantial unsecured creditor of the Debtor. The T-Tech Secured Debt matures on March 31, 2021. However, Tuatara has the unilateral right to defer maturity dates. Subject to this Plan being confirmed, Tuatara has agreed to defer all payment obligations on account of the T-Tech/Secured Debt to the earlier of (a) funding of the Rights Offering (defined below), and (b) March 31, 2022. In addition to the T-Tech Secured Debt, T-Tech owes approximately \$380,000 in unsecured debt. It is anticipated that the unsecured debt may be converted to secured debt in return for an agreement to defer maturity to coincide with the T-Tech Secured Debt.

Since inception, the Debtor has raised approximately \$19,000,000 in equity and approximately \$10,000,000 in debt. However, neither the Debtor nor any of the Debtor Subsidiaries, including T-Tech, has ever generated any revenues.

The failure by the Debtor and its subsidiaries to generate revenues to date and the need for the bankruptcy filing by the Debtor was primarily caused by the inability of prior management to successfully structure and execute a fundraising strategy and finalize a commercial agreement that would generate revenue from the T-Tech Patents. The miss on execution by prior management was further exacerbated by a liquidity crunch that impacted most pre-revenue cannabinoid sector companies attempting to raise capital in 2019. As a result of the prior management team's inability to successfully raise capital, and also the failure to consummate a previously agreed upon transaction with a strategic partner, the Debtor was unable to advance its commercial operations and entered into a challenged position with creditors.

Capital raising has remained difficult in 2020 because of the COVID-19 pandemic so accordingly the Debtor restructured and streamlined its operations earlier this year to eliminate all non-essential operating burn and refocus its business model to asset-lite, near-term revenue generation opportunities through the commercialization of its CBN manufacturing technology and the licensing of other intellectual properties. In support of meeting the Plan objectives, the Debtor through its subsidiary T-Tech recently entered into a contract with Albany Molecular Research, Inc. ("**AMRI**") that provides AMRI with economic incentives to source and refer joint clients for the royalty-based licensure of T-Tech's bio-catalysis patent portfolio for research and development purposes and which royalties form the basis of an expected income stream for the Debtor under the Plan.

## **B. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to the Plan as Exhibit 1.

The primary difference between the Debtor's liquidation value and its going concern value relates to the value of the T-Tech Patents. In a liquidation, the Debtor believes that the T-Tech

Patents would realize approximately \$5,000,000.00. However, as a going concern, the Debtor believes the T-Tech Patents have a value of approximately \$19,000,000.00. The going concern values of the T-Tech Patents are driven by the expected future royalty streams from the licensure of the T-Tech Patents to strategic partners who seek to independently develop cannabinoid production platforms. Given the uniqueness of the Debtors technology and the nascent beginnings of the cannabinoid production industry, the Debtor believes that the value of the T-Tech Patents in a liquidation, prior to the Debtor having established licensees that would substantiate the future expected cash flows from the T-Tech Patents, would be materially lower (e.g. \$14,000,000) than if the Debtor continued to operate as a going concern focused on licensing the T-Tech Patents.

### **C. Ability to make future plan payments and operate without further reorganization**

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required plan payments and operate the debtor's business.

The Plan Proponent has provided projected financial information as Exhibit 2 and Exhibit 3.

The Plan Proponent's financial projections show that the Debtor will have disposable income (as defined by § 1191(d) of the Bankruptcy Code) (the "**Projected Disposable Income**") for the period commencing on the Effective Date of the Plan and ending on December 31, 2023 (exclusive of negative Projected Disposable Income for the period between the Effective Date of the Plan and December 31, 2021) of \$8,751,033. References in this Plan to Projected Disposable Income shall mean the disposable income projected for the period 2021 to 2023 in Exhibit 2. The Debtor's projections for the calendar year 2021 are presented on a quarterly basis in Exhibit 3.

The final Plan payment is expected to be paid on or before March 31, 2024.

The Debtor's projected revenue in its first two years of commercial operations after the Effective Date of this Plan will be derived from three identified lines of business: the licensing of the existing bio-catalysis patent portfolio for research and development; the licensing of the cannabinol ("CBN") production method patent; and the direct production and sale of CBN, a high-value ingredient found in trace quantities in the industrial hemp plant with targeted use in the health and wellness and pharmaceutical industries. Most of the patents referenced above are owned by T-Tech, The Debtor is projecting a 6-9 month timeframe to ramp up the CBN production technology and to have the business development efforts for the bio-catalysis patent licensing strategy to take root which would the position all 3 commercial lines of business to contribute to the Debtor's financial performance by the second full year of operations after the Effective Date.

As stated, T-Tech recently entered into a contract with AMRI that provides economics to AMRI to source and refer joint clients for the royalty-based licensure of T-Tech's bio-catalysis patent portfolio for research and development purposes. T-Tech and AMRI already have a joint client/licensee in place and the projections provided under this Plan contemplate adding one additional AMRI client/R&D licensee for T-Tech's patents in the first two years after the Effective Date

Additionally, the Debtor has established a licensee in Canada for the use of the CBN production method, CanAscen Holdings Ltd (“**CanAscen**”), a British Columbia based company focused on the development and production of cannabinoids. Once CanAscen has implemented the CBN technology in Canada, the Debtor projects to receive royalties from CanAscen in the sale of CBN in the Canada and also approved export markets globally.

And finally, as of the date of filing of this Plan the Debtor was in advanced discussions with a contract manufacturing organization to be the Debtor’s manufacturing partner in the United States for the direct production and sale of CBN. The Debtor estimates that a contract manufacturing organization would require 6-8 months to implement the CBN production technology at commercial scale, and so the direct production line of business would have a positive impact on the Debtor’s proposed operating plan by the end of the first year of commercial operations after the Effective Date of this Plan and supports the proposed payments to be made under the Plan.

**You should consult with your accountant of other financial advisor if you have any questions pertaining to these projections.**

**Article 1: Summary**

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This Plan of Reorganization (the *Plan*) under chapter 11 of the Bankruptcy Code (the “**Bankruptcy Code**”) proposes to pay creditors of **Teewinot Life Sciences Corp.** (the “**Debtor**”) from cash on hand, cash flow from operations, capital infusions, and to the extent necessary, a strategic sale of the company. The Debtor, as reorganized pursuant to this Plan, is hereafter referred to as the “**Reorganized Debtor**”.

This Plan provides for:

- 1 class of priority claims;
- 1 class of secured claims;
- 1 classes of non-priority unsecured claims; and
- 3 classes of equity security holders.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at 100 cents on the dollar. The plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

**Article 2: Classification of Claims and Interests**

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**2.01 Class 1..... All allowed claims entitled to priority under § 507(a) of the Bankruptcy**

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Code (except administrative expense claims under § 507(a)(2) and priority tax claims under § 507(a)(8)). The Debtor estimates that Class 1 claims will total approximately \$46,691.

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- 2.02 **Class 2**..... The claims of Tuatara to the extent allowed as secured claims under § 506 of the Bankruptcy Code. As of August 26, 2020, the amount of the Class 2 claims totaled \$348,162.
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- 2.03 **Class 3**..... All non-priority unsecured claims allowed under § 502 of the Bankruptcy Code. The Debtor estimates that Class 3’s claims will total approximately \$13,155,392 consisting of the claims of 2018 unsecured note holders (totaling approximately \$10,586,353,) Charles Brink (totaling approximately \$1,195,517), trade debt (totaling approximately \$708,856) and deferred compensation to executive employees (totaling approximately \$664,665).
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- 2.04 **Class 4**..... Series B preferred equity interests in the Debtor (the “**Series B Preferred Equity Interests**”).
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- 2.05 **Class 5**..... Series A preferred equity Interests in the Debtor (the “**Series A Preferred Equity Interests**”).
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- 2.06 **Class 6**..... Common equity Interests in the Debtor (the “**Common Equity Interests**”).
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**Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims, and Quarterly and Court Fees**

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- 3.01 **Unclassified claims** Under § 1123(a)(1) of the Bankruptcy Code, administrative expense claims and priority tax claims are not in classes.
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3.02 **Administrative expense claims**

Each holder of an administrative expense claim allowed under § 503 of the Bankruptcy Code will be paid in full on the Effective Date of this Plan, in cash, or on such other terms as may be agreed on by the holder of the claim and the Debtor.

Tuatara and Queen's Court Venture Partners V, LLC ("**Queen's Court**") have provided and, it is anticipated, will continue to provide debtor-in-possession financing (the "**DIP Loans**") to the Debtor. The amounts due under the DIP Loans as of the Effective Date (the "**Effective Date DIP Claims**") will bear interest at the rate of 12.5% per annum from the Effective Date. Payments on account of the Effective Date DIP Claims will be made in a single annual installment equal to 100% of the Effective Date DIP Claim plus all accrued interest from the Effective Date to the date of payment. The single annual installment shall be due on March 31, 2022. The foregoing notwithstanding, the entire balance due on account of the Effective Date DIP Claims plus all accrued interest shall be paid before any payment is made to holders of Class 3 Claims as to which the Payment Option was elected or deemed elected. In addition, upon closing of the Rights Offering (defined below) the Debtor shall pay on account of the Effective Date DIP Claims plus all accrued interest an amount equal to the net proceeds of the Rights Offering minus \$2,000,000. Tuatara and/or Queen's Court shall have the right to postpone payment of its Effective Date DIP Claim beyond any applicable due date, in which case such postponed payments shall be due on demand. Tuatara and Queen's Court shall retain the liens securing the Effective Date DIP Claim, if any.

For so long as any Effective Date DIP Claims remain outstanding, the Debtor shall furnish to holders of the Effective Date DIP Claims:

(a) With ten (10) days after the Debtor becomes aware of the existence of any event, development or other circumstances which, in the judgement of the Debtor, has a reasonable likelihood of causing or resulting in an inability to pay the Effective Date DIP Claims, as an when they become due, written notice in reasonable detail specifying the nature of such event, development or circumstance, including without limitation, the anticipated effect thereof;

(b) Upon the request of a holder of the Effective Date DIP Claims, copies of all tax returns and reports filed by the Debtor or any of its affiliates in respect of taxes measured by income; and

(c) on or before the thirtieth (30<sup>th</sup>) day after the end of the calendar quarter ending on March 31, 2021 and on or before the thirtieth (30<sup>th</sup>) day following the end of each subsequent calendar quarter, the following items, accompanied by a certificate from an officer of the Debtor, certifying that such items are true, correct, accurate, and complete and fairly present the financial condition and results of the operations of the Debtor and its subsidiaries (i) Financial Statements for the Debtor and its subsidiaries, and (ii) Statement of Cash Flows for the Debtor and its subsidiaries.

- 3.03 **Priority tax claims** Each holder of a priority tax claim will be paid a total value as of the Effective Date of the allowed amount of such claim in four annual installments equal to 25% of such claim. Each annual payment will include all accrued interest on the applicable claim at the rate of 3.25% per annum from the Effective Date. The first annual installment shall be due on the first anniversary of the Effective Date and the last annual installment shall be due on or before the fourth anniversary of the Effective Date.
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- 3.04 **Statutory fees** All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the Effective Date of this Plan have been paid or will be paid timely as they come due.
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- 3.05 **Prospective quarterly fees** All quarterly fees required to be paid under 28 U.S.C. § 1930(a)(6) or (a)(7) will accrue and be timely paid until the case is closed, dismissed, or converted to a case under another chapter of the Bankruptcy Code
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#### **Article 4: Treatment of Claims and Interests Under the Plan**

4.01 **Claims and interests shall be treated as follows under this Plan:**

Class	Impairment	Treatment
<b>Class 1</b> - Priority claims excluding those addressed in Article 3	<input type="checkbox"/> Impaired <input checked="" type="checkbox"/> Unimpaired	Class 1's claims are unimpaired by the Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, on the later of the Effective Date of the Plan and the date on which such claim is allowed by a final non-appealable order, or on such other terms as may be agreed on by the holder of the claim and the Debtor.
<b>Class 2</b> – Secured claims	<input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired	<p>Class 2 claims are impaired by the Plan.</p> <p>The Class 2 claim will bear interest at the rate of (a) 6% per annum from the Effective Date to March 31, 2023, and (b) 10% from and after April 1, 2023.</p> <p>The Class 2 claim plus all accrued interest will be paid in full on March 31, 2024. The foregoing notwithstanding, the entire balance due on account of the Class 2 claim plus all accrued interest shall be paid before any payment is made to holders of Class 3 Claims as to which the Payment Option was elected or deemed elected. In addition, upon closing of the Rights Offering (defined below) the Debtor shall pay on account of the Class 2 claim plus all accrued interest an amount equal to the net proceeds of the Rights</p>

Offering minus \$2,000,000, and minus any amounts paid from such net proceeds on account of the Effective Date DIP Claim. The holder of the Class 2 claim shall have the right to postpone payment of the Class 2 claim beyond any applicable due date, in which case such postponed payments shall be due on demand. The holders shall retain the liens securing the Class 2 Claims, but have agreed to subordinate such liens to liens securing the Effective Date DIP Claim, if any.

Any reasonable attorney’s fees and costs incurred by a holder of a Claim 2 Claim and allowed by the Court shall be added to the outstanding principal balance of such claim.

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**Class 3** – All non-priority unsecured claims

- Impaired  
 Unimpaired

Subject to satisfaction of the Conversion Threshold (defined below) every holder of non-priority unsecured claim against the Debtor shall have the option (the “**Class 3 Option**”) to (a) receive on or before March 31, 2024 payment of 100% of the holder’s allowed unsecured claim plus interest at the rate of (a) 6% per annum from the Effective Date to March 31, 2023, and (b) 10% from and after April 1, 2023 (the “**Payment Option**”), or (b) convert the holder’s claim to Series C Preferred Equity Interests (the “**Conversion Option**”). The Class 3 Option shall be exercised by notation on the Plan ballot of each holder of a Class 3 Claim. If a holder of a Class 3 Claim fails to cast a timely ballot on the Plan or casts a timely ballot but does not elect either Class 3 Option, such holder shall be deemed to have elected the Payment Option. The foregoing notwithstanding, unless holders of at least 75% of the dollar amount of Class 3 Claims elect the Conversion Option (the “**Conversion Threshold**”), each holder of a Class 3 Claim who elected the Conversion Option shall have the right, to be exercised in writing to the Debtor on or before the day prior to the hearing on confirmation of the Plan, to revoke such election, in which case such holder shall be deemed to have elected the Payment Option.

The Series C Preferred Equity Interests will have a preference in liquidation (the “**Series C Liquidation Preference**”) over the Reorganized

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Series B Common Equity Interests (defined below) which, on the Effective Date, will be the only other classes of equity interests in the Debtor. The amount of the Series C Liquidation Preference will be equal to the allowed amount of the applicable underlying Class 3 claim. If all holders of unsecured claims elect the Conversion Option, on the Effective Date, the Class C Preferred Equity Interests will represent 68.9% of all equity interests in the Reorganized Debtor. The Class C Preferred Equity Interests will be subject to dilution after the Effective Date in connection with the Rights Offering.

If the Conversion Threshold is met, (a) the Debtor's board of directors will have five seats, (b) the holders of the Class C Preferred Equity Interests will have the right to appoint one director, (c) the holders of the Reorganized Series B Common Equity Interests will have the right to appoint three directors, and (d) the fifth director shall be an independent director appointed by a majority of the other four directors. If the Conversion Threshold is not met, the Debtor's board of directors shall have three seats and the holders of Reorganized Series B Common Equity Interests will have the right to appoint all three directors.

On or before March 31<sup>st</sup> of each year starting in 2021 and ending on March 31, 2023, the Debtor shall distribute to each holder of a Class 3 Claim who has elected or is deemed to have elected the Payment Option an amount equal to (a) (i) the Debtor's Projected Disposable Income in the prior calendar year, plus (ii) to the extent it is a positive number in excess of \$500,000, (A) (i) the Debtor's actual disposable income in the same calendar year (calculated consistently with the calculation of Projected Disposable Income), minus the sum of (ii) the Projected Disposable Income for such year, plus expenses actually incurred in such calendar year, including debt service, to the extent not deducted for purposes of calculation of Projected Disposable Income for such calendar year, multiplied by (B) twenty percent (20%), multiplied by (b) a fraction, the numerator of which shall be the amount of such holder's Class 3 Claim and the denominator of which shall be the total of all Class 3 Claims as to which the

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Payment Option was elected or deemed elected provided, however, in no event shall the holder of a Class 3 Claim receive distributions in excess of the amount of such Class 3 Claim plus accrued interest.

On or before March 31, 2024, the Debtor shall pay to each holder of a Class 3 Claim who has elected or is deemed to have elected the Payment Option the amount required to result in total payments to such holder (including interim annual payments) being equal to such Class 3 Claim plus accrued interest.

Any holder of a Class 3 Claim that, prior to the filing of the Debtor's bankruptcy petition had warrants to acquire common stock of the Debtor that were issued in connection with a loan to the Debtor underlying such Class 3 Claim (the "**Class 3 Warrants**") shall retain such Class 3 Warrants provided, however, (a) the value of such Class 3 Warrants as of the Effective Date as agreed among the holders and the Debtor or, in the absence of such agreement, as determined by the Bankruptcy Court, shall be deemed a payment on account of such holder's Class 3 Claim on the Effective Date, (b) each Class 3 Warrant shall entitle the holder to purchase a number of shares of the Reorganized Series B Common Equity Interests equal to (i) the percentage of the Debtor's Common Equity Interests, such holder would have been entitled to purchase under the original Class 3 Warrant as of the Petition Date, multiplied by (ii) the number shares of Reorganized Series B Common Equity Interests plus the number of shares of Series C Preferred Equity Interests, in each case, outstanding on the Effective Date, and (c) the purchase price for each share of the Reorganized Series B Common Equity Interests shall be restated based on a total equity value of \$50,000,000. The foregoing notwithstanding, if the Bankruptcy Court should determine that the retention of Class 3 Warrants pursuant to this paragraph would, for any reason, render this Plan unconfirmable, then at the Confirmation Hearing, the Debtor shall have the right to eliminate this paragraph from the Plan without affecting the validity of any vote on the Plan and without the need to re-solicit votes on the Plan. Further, any holder of Class 3 Warrant

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shall be entitled to waive the provisions of this paragraph by written notice to the Debtor at any time prior to the Effective Date, in which case, such Class 3 Warrant shall be deemed cancelled on the Effective Date. The Debtor believes that the only holders of Class 3 Warrants are Tuatara Capital Fund I, L.P., Tuatara Capital Parallel Fund I, L.P., Queen's Court, Mark Zittman and The Frank M. Maione Revocable Trust.

Until each holder of a Class 3 Claim that elected the Payment Option has received distributions equal to the amount of such Class 3 Claim plus accrued interest, absent consent of the holders of at least seventy-five percent (75%) of the Class 3 Claims, the Debtor (on a consolidated basis with its subsidiaries) shall not incur debt which is secured by property of the Debtor or any subsidiary of the Debtor or which is senior to or pari-passu with the Class 3 Claims except for (a) in the case of T-Tech, up to \$215,000 in new secured loans and up to \$380,000 in unsecured loans converted to secured loans, and (b) in the case of the Debtor and all subsidiaries (including T-Tech), an additional \$2,000,000 of which the secured amount shall not exceed (i) \$1,000,000, plus (ii) \$2,000,000 minus the amount actually raised in the Rights Offering (the debt permitted to be incurred being the "**Permitted Debt**"). To the extent any portion of the Permitted Debt is to be provided by Tuatara, Queen's Court shall be provided with at least twenty (20) days' notice and the right (the "**Queen's Court Debt Co-Invest Right**") exercisable by written notice to the Debtor prior to the expiration of such twenty (20) day period to provide an a portion of such Permitted Debt (on the same terms to be provided by Tuatara) equal to (x) the amount to be provided by Tuatara, multiplied by (y) a fraction equal to the Queen's Court's Class 3 Claim divided by the total of the Tuatara Class 3 Claims plus the Queen's Court Class 3 Claim. The foregoing notwithstanding, if the Bankruptcy Court should determine that the Queen's Court Debt Co-Investment Right would, for any reason, render this Plan unconfirmable, then at the Confirmation Hearing, the Debtor shall have the right to eliminate the Queen's Court Debt Co-Investment Right from the Plan without affecting the validity of any vote on the Plan and without the need to re-

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solicit votes on the Plan.

For so long as any Class 3 Claims as to which the Payment Option was elected remain outstanding, the Debtor shall provide to each holder of such claim:

(a) On or before March 31<sup>st</sup> of each year, the Debtor's calculation of its actual disposable income for the prior calendar year; and

(b) Such other information respecting the financial condition of the Debtor as any such holders may from time to time reasonably request as it relates to the Debtor's calculation of its actual disposable condition provided to the holder pursuant to subsection (a) above.

The foregoing shall supersede and replace all reporting requirements in documents evidencing Class 3 Claims, including the Class 3 Warrants.

<p><b>Class 4 – Series B Preferred Equity</b> security holders of the Debtor</p>	<p><input checked="" type="checkbox"/> Impaired  <input type="checkbox"/> Unimpaired</p>	<p>On the Effective Date, all Series B Preferred Equity Interests will be converted on a pro-rata basis to 100% of the common equity interests in the Debtor (the “<b>Reorganized Series B Common Equity Interests</b>”). Until all distributions under the Plan are made, including those on account of claims in Class 1, 2, and 3, and the Class C Liquidation Preference (if applicable) has been paid, the holders of the Reorganized Series B Common Equity Interests shall not receive any distributions under the Plan.</p> <p>If all holders of unsecured claims elect the Conversion Option, on the Effective Date, the Reorganized Series B Common Equity Interests will represent 31.1% of all equity interests in the Reorganized Debtor. The Reorganized Series B Common Equity Interests will be subject to dilution after the Effective Date in connection with the Rights Offering and, if applicable, the Class 3 Warrants.</p>
<p><b>Class 5 – Series A Preferred Equity</b> security holders of the Debtor</p>	<p><input checked="" type="checkbox"/> Impaired  <input type="checkbox"/> Unimpaired</p>	<p>Series A Preferred Equity Interests will be cancelled on the Effective Date and will not receive any distributions under the Plan</p>

<b>Class 6 – Common Equity security holders of the Debtor</b>	<input checked="" type="checkbox"/> Impaired <input type="checkbox"/> Unimpaired	Common Equity Interests will be cancelled on the Effective Date and will not receive any distributions under the Plan
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**Article 5: Allowance and Disallowance of Claims**

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- 5.01 **Disputed Claim:** A disputed claim is a claim that has not been allowed or disallowed by a non-appealable final order, and as to which either:
- (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or
  - (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.
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- 5.02 **Delay of distribution on a disputed claim:** No distribution will be made on account of a disputed claim unless such claim is allowed by a non-appealable final order.
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- 5.03 **Settlement of disputed claims:** The Debtor will have the power and authority to settle and compromise a disputed claim with the Court's approval and in compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.
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**Article 6: Provisions for Executory Contracts and Unexpired Leases**

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**6.01 Assumed executory contracts and unexpired leases**

- (a) The Debtor assumes the following executory contracts and unexpired leases on the Effective Date listed on Exhibit 4 to the Plan, to be filed separately, on the Effective Date:

Any lessor, lessee, or other party to an assumed contract asserting a cure claim in connection with the assumption of any unexpired lease or executory contract, as contemplated by Section 365(b) of the Bankruptcy Code, must file such cure claim with the Bankruptcy Court on or before the deadline to vote to accept or reject the Plan or such other deadline that is ordered by the Bankruptcy Court, asserting all alleged amounts accrued or alleged defaults through the Effective Date. Any lessor or other party to an executory contract or unexpired lease assumed by the Debtor failing to file a cure claim by such deadline shall be forever barred from asserting, collecting, or seeking to assert or collect any amounts or defaults relating thereto against the Debtor. The Debtor or the Reorganized Debtor, as applicable, shall have sixty (60) days from the Effective Date to file an objection to any cure claim. Any disputed cure claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, the Reorganized Debtor shall cure any and all undisputed cure claims within 180 days after the Effective Date. Except as may otherwise be agreed to by the parties, the Reorganized Debtor shall cure all disputed cure claims within 120 days after the entry of a final order determining the amount, if any, of the Debtor's liabilities with respect thereto.

- (b) Except for executory contracts and unexpired leases that have been assumed before the Effective Date or under section 6.01(a) of this Plan, or that are the subject of a motion or other request to assume that is filed on or before the Confirmation Date, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the Effective Date.

A proof of claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 30 days after the date of the order confirming this Plan.

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## Article 7: Means for Implementation of the Plan

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Payments required under the Plan will be funded from a combination of (a) new capital infusions after the Effective Date pursuant to a rights offering to holders of Class 6 Common Equity Interests as of the date immediately before the Effective Date (notwithstanding that Common Equity Interests are being cancelled under the Plan), the Reorganized Series B Common Equity Interests, the Series C Preferred Equity Interests (if the Conversion Threshold is met) and, to the extent of any shortfall in subscriptions, to new investors in the amount of \$2,000,000 plus, if so elected by the Debtor, all or any portion of the amount of the Effective Date DIP Claim plus the amount of the Class 2 Claims (the “**Rights Offering**”), (b) the Debtor’s disposable income, (c) the proceeds of Permitted Debt, and (d) if necessary, one or more sales of the Debtor’s equity or assets. If all holders of Class 3 claims elect the Conversion Option and the Rights Offering is effected and fully subscribed, the Series C Preferred Equity Interests issued pursuant to the Rights Offering will equal approximately 9.5% of the total equity interests in the Reorganized Debtor. It is anticipated that the Rights Offering will be effected pursuant to an applicable exemption under the securities laws of the United States.

The Debtor believes it will be able to secure \$2,000,000 in proceeds through the Rights Offering based on market feedback and indicative investor interest in a refined business model for the Debtor which is focused on the development of an asset-lite production platform to produce CBN through manufacturing partners, and generating near-term license fees through the licensure of the Debtor’s portfolio of intellectual properties to a group of strategic partners and co-development partners. The Debtor believes it possesses valuable and differentiated intellectual property for the production of CBN that independently supports the investment case for an investor interested in the Rights Offering. Also there was new regulatory guidance for cannabinoid production submitted by the DEA to the Federal Register on August 21<sup>st</sup>, 2020 which is intended to clarify federal rules that were established by the 2018 Hemp Improvement Act. The Debtor believes that the new proposed cannabinoid regulations will be an additional positive factor for investors in support of a successful Rights Offering as it outlines a commercial pathway for most of the cannabinoids found in hemp, including CBN, which is the Debtor’s first cannabinoid targeted for production under the Plan.

The Debtor currently has no disposable income but projects that it will have disposable income starting in the second year after the Effective Date. Such disposable income will be generated, primarily or exclusively, from distributions to the Debtor from its wholly owned subsidiary, T-Tech.

**For the avoidance of doubt, (a) proceeds of debt or equity issuances (including proceeds of the Rights Offering) shall not be treated as income of the Reorganized Debtor, and (b) amounts paid under this Plan, other than (i) from proceeds of debt or equity issuance (including the Rights Offering) or (ii) on account of allowed claims other than those in Class 3, shall be treated as an expense, in all**

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**cases, for purposes of calculating disposable income.**

All distributions under the Plan shall be made by the Debtor.

If the Plan is confirmed pursuant to Section 1191(a) of the Bankruptcy Code, upon substantial consummation of the Plan, the appointment of the subchapter V trustee shall be terminated.

On the Effective Date, except as otherwise expressly provided in this Plan or in the Bankruptcy Code, all assets of the Debtor's estate (including any causes of action) shall vest in the Reorganized Debtor, free and clear of any and all liens, debts, obligations, claims, cure claims, liabilities, encumbrances, and all other interests of every kind and nature, and the Confirmation Order shall so provide.

On and after the Effective Date, the Reorganized Debtor shall continue as a Delaware corporation, pursuant to its organizational documents as currently in effect as amended to conform to the changes provided for in this Plan.

As of the Effective Date, if the Conversion Threshold is met, the Reorganized Debtor's board of directors shall consist of 5 members, 3 of which shall be appointed by the holders of the Reorganized Series B Common Equity Interests, 1 of which shall be appointed by the holders of the Class C Preferred Equity Interests and 1 of which will be an independent director appointed by the other 4 directors. The initial directors appointed by the holders of the holders of the Reorganized Series B Common Equity Interests shall be Marc Riiska, Al Foreman and Young Yeo. The initial independent director shall be Richard Freund. If the Conversion Threshold is met, within 30 days of the Effective Date, the holders of the Class C Preferred Equity Interests shall elect the fifth member of the Reorganized Debtor's board of directors and the directors appointed by the holders of Reorganized Series B Common Equity Interests and by the holders of Class C Preferred Equity Interests shall then elect the independent director, who may or may not be Richard Freund.

As of the Effective Date, if the Conversion Threshold is not met, the Debtor's board of directors shall consist of 3 members, all of whom shall be appointed by the holders of the Reorganized Series B Common Equity Interests, The initial directors appointed by the holders of the Reorganized Series B Common Equity Interests shall be Marc Riiska, Al Foreman and Young Yeo.

Subject in all cases to the right of the board of directors to remove and replace the Reorganized Debtor's officers, employees, and professionals, the day-to-day operation and management of the Reorganized Debtor shall be the responsibility of Scott Foss-Kilburn, Chief Restructuring Officer, Malcolm Karavana, Chief Scientific Officer, and such other officers, employees, and professionals as the directors shall so designate. From and after the Confirmation Date, the Reorganized Debtor shall have all powers accorded by law to put into effect and carry out the Plan and the Confirmation Order.

If the Debtor fails to make any payment required under the Plan and if such default continues for a period of 30 days following receipt by the Debtor of notice of such default from any affected holder of an allowed claim, upon written demand from any such affected holder of an allowed claim, unless the Debtor disputes the existence of the alleged payment default, the Debtor shall, within 30 days, (a) offer itself and/or its assets for sale pursuant to a professionally managed sale process, or (b) seek to modify the Plan pursuant to Section 1193(b) of the Bankruptcy Code to, among other things, eliminate the said payment default. If the Debtor elects to seek to modify the Plan, if such request is denied, the Debtor shall offer itself and/or its assets for sale pursuant to a professionally managed sale process.

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## Article 8: General Provision

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|------|--|---|
| 8.01 | <b>Definitions and rules of construction</b> | The definitions and rules of construction set forth in §§ 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan.  |
| 8.02 | <b>Effective Date</b>                        | The Effective Date of this Plan (the “ <b>Effective Date</b> ”) is the first business day following the later to occur of (i) the date that is 14 days after the entry of the confirmation order. If, however, a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after the date on which the stay expires or is otherwise terminated. |
| 8.03 | <b>Severability</b>                          | If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.  |
| 8.04 | <b>Binding Effect:</b>                       | The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.   |
| 8.05 | <b>Captions</b>                              | The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.   |
| 8.06 | <b>Controlling Effect</b>                    | Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan or such other agreement, document, or instrument.                   |
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- 8.07 **Corporate Governance** To the extent prohibited by § 1123(a)(6) of the Bankruptcy Code, the Debtor will not issue non-voting equity interests, and their applicable governing documents will be deemed to have been amended as of the Effective Date of the Plan to prohibit such issuance
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- 8.08 **Retention of Jurisdiction** Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, until the Reorganization Case is closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction of the Reorganization Case that is permitted by applicable law, including any jurisdiction that is necessary or appropriate to ensure that the purposes and intent of the Plan are carried out.
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**Article 9: Discharge**

- The Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent and at the time specified in Sections 1141(d)(1)(A) and 1192 of the Bankruptcy Code.
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**Article 10: Other Provisions**

- 10.01 **Distributions.**
- (a) If the Holder of an Allowed Claim fails to negotiate a check for a Distribution issued to such Holder within 60 days of the date such check was issued, then the Reorganized Debtor shall provide written notice to such Holder stating that, unless such Holder negotiates such check within 30 days of the date of such notice, the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.
- (b) If a check for a Distribution made pursuant to the Plan to any Holder of an Allowed Claim is returned to the Reorganized Debtor due to an incorrect or incomplete address for the Holder of such Allowed Claim, and no claim is made in writing to the Reorganized Debtor as to such check within 30 days of the date such Distribution was made, then the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.
- (c) Any unclaimed Distribution as described above shall revert to the Reorganized Debtor free of all claims.
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10.02 ***Exculpation from Liability.*** The Debtor and their respective officers, directors, members, managers, employees, and each of their respective Professionals (acting in such capacity) (collectively, the “*Exculpated Parties*”) shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, or confirmation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Reorganization Cases, in the case for the period on and after the Petition Date and through the Confirmation Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party or breach of any contract or any fiduciary duty. With respect to Professionals, the foregoing exculpation from liability provision shall also include claims of professional negligence arising from the services provided by such Professionals during the Reorganization Cases. Any such claims shall be governed by the standard of care otherwise applicable to the standard of negligence claims outside of bankruptcy. The rights granted under this Article 10.02 are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. In furtherance of the foregoing, the Exculpated Parties shall have the fullest protection afforded under Section 1125(e) of the Bankruptcy Code and all applicable law from liability for violation of any applicable law, rule or regulation governing the solicitation of acceptance or rejection of a plan. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation.

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10.03 **General Injunction.**

Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all persons that have held, currently hold or may hold a claim, debt, or liability that is discharged or terminated pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated claims, debts, or liabilities, other than actions brought to enforce any rights or obligations under the Plan: (a) commencing or continuing in any manner any action or other proceeding against the Debtor or their Assets or their Estates; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor or its Assets or its Estate; (c) creating, perfecting or enforcing any Lien or encumbrance against the Debtor or its Assets or its Estate; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor or its Assets or its Estate; (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the Debtor or the Reorganized Debtor as applicable or its Estate under the Plan and the documents executed in connection therewith. The Debtor or the Reorganized Debtor as applicable shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation.

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[SIGNATURE PAGE FOLLOWS]

Dated: October 20, 2020

Teewinot Life Sciences

*Scott Foss-Kilburn*

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By: Scott Foss-Kilburn

Its: Authorized Representative

/s/ Daniel R. Fogarty

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Attorneys for Debtor

EXHIBIT 1

LIQUIDATION ANALYSIS

**LIQUIDATION ANALYSIS IN CONNECTION WITH PLAN OF REORGANIZATION  
OF TEEWINOT LIFE SCIENCES CORPORATION UNDER CHAPTER 11 OF THE  
BANKRUPTCY CODE**

**Statement of Assets**

	Chapter 11 Plan Value	Liquidation Value	Notes
Cash on Hand	\$500	\$500	1
Deposits	0	0	2
Inventory and Supplies	0	0	3
Equipment and Machinery	0	0	4
Equity Interest in Teewinot Laboratories, Inc., a Canadian Federal Corporation	45,000	45,000	5
Equity Interest in Teewinot Technologies, Ltd., an Irish Limited Corporation	19,000,000	5,000,000	6
Equity Interest in Canaquest Medical Corp. (OTCPK:CANQ.F)	350,014	350,014	7
Amounts Due Under Securities Purchase Agreement with Canavation Product Group, Inc.	1,165,551	1,165,551	8
<b>Total Assets</b>	<b>\$20,561,065</b>	<b>\$6,561,065</b>	

**Statement of Liabilities**

<b>Administrative Expense Claims</b>	<b>Amount</b>	<b>Notes</b>
Chapter 11 Ordinary Course Administrative Expenses	\$400,000	9
Chapter 11 Professional Administrative Expense Claims	35,000	10
Chapter 7 Trustee Fees	175,000	11
Chapter 7 Professional Fees	100,000	
Estimated Liquidation Costs	350,000	12
<b>Total Administrative Expense Claims</b>	<b>\$1,060,000</b>	
<b>Secured Claims</b>		
Secured Tax Claims	\$0	13
Tuatara Capital	348,162	14
<b>Total Secured Claims</b>	<b>\$348,162</b>	
<b>Priority Claims</b>	<b>\$46,691</b>	15
<b>Total Administrative/Secured/Priority Claims</b>	<b>\$1,454,853</b>	
<b>Total Available for Unsecured Creditors</b>	<b>\$5,106,212</b>	
<b>General Unsecured Claims</b>	<b>\$13,155,392</b>	16

<b>PERCENTAGE PAYABLE TO UNSECURED CREDITORS IN CHAPTER 7:</b>	<b>38.81%</b>
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**ASSUMPTIONS IN THE PREPARATION OF THE LIQUIDATION  
ANALYSIS IN CONNECTION WITH DEBTORS' PLAN OF REORGANIZATION**

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a. This Liquidation Analysis was prepared in accordance with the requirements of §1129(a) of the Bankruptcy Code to establish that the Plan of Reorganization is in the best interest of each holder of a claim or interest.

b. The Liquidation Analysis is based upon certain estimates and assumptions that, although developed and considered reasonable by the Debtor, are inherently subject to significant economic factors, market conditions, uncertainties, and contingencies beyond the control of the Debtor. The Liquidation Analysis is also based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtor was in fact to undergo such liquidation and actual results could vary materially and adversely from those contained herein. The liquidation and reorganization values represent the Debtor's best estimate of those values based on available information. Where appropriate, the Debtor rounded values to the nearest \$1,000.00.

c. This analysis assumes the conversion of the current Chapter 11 case to a Chapter 7 case with the liquidation of the Debtor's assets by a Chapter 7 Trustee within a significantly abbreviated timeframe. A Chapter 7 Trustee would be initially appointed by the Bankruptcy Court to administer the estate. The Chapter 7 Trustee is independent and would be entitled to make all of his or her own decisions regarding the liquidation of the estate's assets, the hiring of professionals, the pursuit of claims or litigation and the payment of or objection to claims. The distribution of any ultimate dividend would be made in accordance with the priorities established by the Bankruptcy Code. The Chapter 7 Trustee would be compensated in accordance with the Bankruptcy Code.

d. The Liquidation Analysis uses the Debtor's unaudited financial information, and other figures estimated by the Debtor's management and professionals.

e. There can be no assurances made that all of the Debtor's assets will be completely liquidated during the shortened liquidation period in a Chapter 7.

f. This Liquidation Analysis is the Debtor's best estimate of the net value of assets available for distribution to its creditors after deducting the value of secured and administrative claims. To the extent the Debtor's estates are comprised of assets that had no value as set forth in the Debtor's bankruptcy schedules, those assets were excluded from this analysis.

g. This Liquidation Analysis is without prejudice to the Debtor's ability to object to the characterization, amount, secured status or classification of any claim or asset. The Debtor reserves all rights and objections to any filed or scheduled claim, and any application or motion seeking an administrative expense claim. Reference to any filed or scheduled claim or any pleading seeking a claim shall not constitute a waiver of any kind.

**NOTES TO LIQUIDATION ANALYSIS IN CONNECTION WITH  
DISCLOSURE STATEMENT FOR DEBTOR'S PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

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1. Cash in Debtor's bank accounts as of August 19, 2020. The Debtor's Cash balance will be used to fund operations and will fluctuate prior to the Confirmation Hearing. A Chapter 7 Liquidation does not assume any discount for Cash. In a liquidation, the cash would be subject to Tuatara's Liens.
2. The Debtor does not have any deposits.
3. The Debtor maintains minimal supplies. The Liquidation Value is the quick sale value.
4. The Debtor does not own any equipment and machinery.
5. Teewinot Laboratories, Inc. is a wholly-owned subsidiary of the Debtor and owns older pieces of machinery, equipment, and computer hardware. The Debtor estimates a quick sale of the Equipment would result in the Debtor receiving \$45,000.
6. Based on anticipated future cash flows from commercialization of intellectual property.
7. The Debtor holds 2,541,781 shares (12.62%) of CanaQuest Medical Corp, which is a publicly traded Company that had a market value of \$0.12 per share at time of filing.
8. The Debtor is owed \$1,165,551 by Canavation Products Group, Inc. under a Securities Purchase Agreement between the Debtor and Canavation Products Group, Inc. dated September 1, 2019. The value reflected assumes 100% collectability, but the debtor is uncertain whether the claim is 100% collectable.
9. The Debtor assumes that the DIP loan will be fully drawn (\$400,000) by the time the case would convert to Chapter 7. The Debtor assumes that no post-petition claims, other than the DIP loan, United States Trustee fees and professional fees will exist.
10. The Debtor has paid a \$15,000 retainer to debtor's counsel. The estimate assumes another \$20,000 will be owed to Debtor's counsel in excess of the retainer and \$15,000 will be owed to the Subchapter 5 trustee as of the date of conversion.
11. A Chapter 7 trustee would be entitled to fees equal to (a) 25% of the first \$5,000 in distributions, (b) 10% of the next \$45,000 in distributions, (c) 5% of the next \$950,000 in distributions, and (d) 3% of any distributions in excess of \$1,000,000.
12. Broker fee for sale of equity interest equal to 7% of value.
13. No Secured Tax Claims have been scheduled nor are any believed to exist.
14. Amounts owed to Tuatara Capital at August 27, 2020.
15. The Debtor believes that 2 employees will have Priority Claims capped of \$13,650 each and 1 employee will have Priority Claims totally \$5,208. The Debtor also believes that the State of Delaware will have a Priority Tax Claim of approximately \$14,183.
16. Based upon the Debtor's financial statements.

EXHIBIT 2

ANNUAL PROJECTIONS

Consolidated<sup>1</sup> Teewinot Life Sciences - Debt Repayment Projections

Assumptions						
Assumed Effective Date	12/3/2020					
Date	8/26/2020					
All figures in USD	CY2020P <sup>2</sup>	CY2021P	CY2022P	CY2023P	CY2024P	
<b>REVENUES</b>						
<b>Revenues from Licensing</b>						
Net Revenues from R&D Licensing		400,000	1,600,000	2,800,000	2,800,000	
Net Revenues from CBN Licensing		59,576	211,157	264,728	325,061	
<b>Revenues from Licensing</b>		<b>459,576</b>	<b>1,811,157</b>	<b>3,064,728</b>	<b>3,125,061</b>	
<b>Direct API Sales</b>						
Net Revenues from CBN Sales		2,383,059	8,446,288	10,589,108	13,002,440	
<b>Revenues from Direct API Sales</b>		<b>2,383,059</b>	<b>8,446,288</b>	<b>10,589,108</b>	<b>13,002,440</b>	
<b>TOTAL REVENUES</b>		<b>2,842,636</b>	<b>10,257,445</b>	<b>13,653,836</b>	<b>16,127,501</b>	
<b>COST OF GOODS SOLD</b>						
CBN Direct API Sales COGS		1,021,311	4,136,957	5,927,431	7,278,334	
<b>TOTAL COGS</b>		<b>1,021,311</b>	<b>4,136,957</b>	<b>5,927,431</b>	<b>7,278,334</b>	
<b>GROSS PROFIT</b>		<b>1,821,325</b>	<b>6,120,488</b>	<b>7,726,405</b>	<b>8,849,167</b>	
% Gross Margin		64.1%	59.7%	56.6%	54.9%	
<b>OPERATING EXPENSES</b>						
<b>R&amp;D Expenses</b>						
R&D Payroll	21,413	128,480	132,335	136,305	140,394	
CMO Tech transfer costs for CBN scale-up	-	350,000	-	-	-	
Other CMO Costs	-	-	-	-	-	
R&D - biocatalysis enzyme development	-	-	-	-	-	
CMO - scale up THCA synthase process	-	-	-	-	-	
CMO - scale up of biocatalysis with CMO; CBC/A, THCV/A	-	-	-	-	-	
Product Safety and Efficacy Testing	-	170,000	-	-	-	
IP filing / maintenance fees	43,500	175,000	175,000	175,000	175,000	
<b>Total R&amp;D Expenses</b>	<b>64,913</b>	<b>823,480</b>	<b>307,335</b>	<b>311,305</b>	<b>315,394</b>	
<b>G&amp;A Expenses</b>						
G&A Payroll	130,473	808,324	832,574	857,551	883,278	
Dues & Subscriptions	6,000	10,500	11,025	11,576	12,155	
D&O Insurance	25,000	75,000	77,250	79,568	81,955	
Ch 11. Administrative Expenses	35,000	-	-	-	-	
Ordinary 3rd Party Costs (Legal, Accounting, etc.)	10,000	30,000	30,000	30,000	30,000	
<b>Total G&amp;A Expenses</b>	<b>206,473</b>	<b>923,824</b>	<b>950,849</b>	<b>978,695</b>	<b>1,007,387</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>271,386</b>	<b>1,747,304</b>	<b>1,258,183</b>	<b>1,289,999</b>	<b>1,322,781</b>	
<b>Earnings Before Taxes (EBT)</b>	<b>(271,386)</b>	<b>74,020</b>	<b>4,862,304</b>	<b>6,436,406</b>	<b>7,526,386</b>	
Income Taxes	-	52,401	1,021,084	1,351,645	1,580,541	
Offset: NOLs Utilized	-	(52,401)	(1,021,084)	(1,351,645)	(1,580,541)	
<b>NET INCOME/(LOSS)</b>	<b>(271,386)</b>	<b>74,020</b>	<b>4,862,304</b>	<b>6,436,406</b>	<b>7,526,386</b>	
% Net Income Margin	NA	2.6%	47.4%	47.1%	46.7%	
<b>Debt Repayment Projections</b>						
Net Operating Profit / Loss After Tax	(271,386)	74,020	4,862,304	6,436,406	7,526,386	
Plus: D&A	-	-	-	-	-	
Less: Capex	-	-	-	-	-	
Less: Increase in Working Capital	-	(44,682)	(158,368)	(198,546)	(243,796)	
<b>Cash Flow from Operations</b>	<b>(271,386)</b>	<b>29,338</b>	<b>4,703,936</b>	<b>6,237,860</b>	<b>7,282,591</b>	
Plus: DIP Loan Proceeds	400,000	-	-	-	-	
Plus: Cash from Rights Offering / Equity Financing	-	2,000,000	-	-	5,000,000	
Plus: Existing Cash at Beginning of Period	-	81,106	2,110,443	4,564,941	8,318,965	
<b>Cash Available for Debt Repayment (CADR)</b>	<b>128,614</b>	<b>2,110,443</b>	<b>6,814,380</b>	<b>10,802,800</b>	<b>20,601,556</b>	
<b>Class 1 Priority Claims</b>						
BoP Balance	47,508	-	-	-	-	
Less: Repaid in Period	(47,508)	-	-	-	-	
EOp Balance	-	-	-	-	-	
<b>CADR After Repayment of Class 1 Priority Claims</b>	<b>81,106</b>	<b>2,110,443</b>	<b>6,814,380</b>	<b>10,802,800</b>	<b>20,601,556</b>	
<b>DIP Loan</b>						
BoP Balance	400,000	403,631	454,084	-	-	
Plus: Accrued Interest	3,631	50,454	13,381	-	-	
Less: Repaid in Period	-	-	(467,465)	-	-	
EOp Balance	403,631	454,084	-	-	-	
<b>CADR After Repayment of DIP Loan</b>	<b>81,106</b>	<b>2,110,443</b>	<b>6,346,914</b>	<b>10,802,800</b>	<b>20,601,556</b>	
<b>Sr. Secured Debt on Teewinot Technologies<sup>3</sup></b>						
BoP Balance	1,400,992	1,455,419	1,689,384	-	-	
Plus: Accrued Interest	54,426	233,965	63,252	-	-	
Less: Repaid in Period	-	-	(1,752,636)	-	-	
EOp Balance	1,455,419	1,689,384	-	-	-	
<b>CADR After Repayment of Sr. Secured Debt on Teewinot Technologies</b>	<b>81,106</b>	<b>2,110,443</b>	<b>4,594,278</b>	<b>10,802,800</b>	<b>20,601,556</b>	
<b>Class 2 Secured Claims</b>						
BoP Balance	359,504	361,115	382,782	405,748	442,265	
Plus: Accrued Interest	1,611	21,667	22,967	36,517	10,665	
Less: Repaid in Period	-	-	-	-	(452,930)	
EOp Balance	361,115	382,782	405,748	442,265	-	
<b>CADR After Repayment of Class 2 Secured Claims</b>	<b>81,106</b>	<b>2,110,443</b>	<b>4,594,278</b>	<b>10,802,800</b>	<b>20,148,626</b>	
<b>DISPOSABLE INCOME<sup>4</sup></b>	<b>(318,894)</b>	<b>29,338</b>	<b>2,483,835</b>	<b>6,237,860</b>	<b>6,829,661</b>	
<b>Projected Repayment of Class 3 Unsecured Claims<sup>5</sup></b>						
BoP Balance	13,155,392	13,405,557	14,180,552	12,547,550	-	
Plus: Accrued Interest	250,165	804,333	850,833	1,259,261	-	
Less: Repaid in Period	-	(29,338)	(2,483,835)	(13,806,811)	-	
EOp Balance	13,405,557	14,180,552	12,547,550	-	-	
<b>Cash at End of Period (12/31)</b>	<b>81,106</b>	<b>2,110,443</b>	<b>4,564,941</b>	<b>8,318,965</b>	<b>6,341,815</b>	

## Footnotes

<sup>1</sup> Includes all subsidiaries wholly owned by Company.

<sup>2</sup> Represents results of operations from August 26, 2020 to December 31, 2020. Assumes the effective date of the plan occurs prior to December 31, 2020.

<sup>3</sup> Debt balance owed by Teewinot Technologies, the Company's Ireland subsidiary.

<sup>4</sup> Cash Flow from Operations less payments on DIP Loan, Sr. Secured Debt of Teewinot Technologies and Class 2 Secured Claims.

<sup>5</sup> Reflects payments made with disposable income generated in the prior year on 3/31 of each year based on the Plan of Reorganization for Small Business Under Chapter 11.

EXHIBIT 3

QUARTERLY PROJECTIONS 2021

Consolidated<sup>1</sup> Teewinot Life Sciences - Debt Repayment Projections (Quarterly)

Assumptions	
Assumed Effective Date	12/3/2020
Date	8/26/2020

All figures in USD	4Q'20 <sup>2</sup>	1Q'21	2Q'21	3Q'21	4Q'21
<b>REVENUES</b>					
<b>Revenues from Licensing</b>					
Net Revenues from R&D Licensing		400,000	-	-	-
Net Revenues from CBN Licensing		-	16,689	19,680	23,208
<b>Revenues from Licensing</b>		<b>400,000</b>	<b>16,689</b>	<b>19,680</b>	<b>23,208</b>
<b>Direct API Sales</b>					
Net Revenues from CBN Sales		-	667,544	787,203	928,312
<b>Revenues from Direct API Sales</b>		<b>-</b>	<b>667,544</b>	<b>787,203</b>	<b>928,312</b>
<b>TOTAL REVENUES</b>		<b>400,000</b>	<b>684,232</b>	<b>806,883</b>	<b>951,520</b>
<b>COST OF GOODS SOLD</b>					
CBN Direct API Sales COGS		-	286,090	337,373	397,848
<b>TOTAL COGS</b>		<b>-</b>	<b>286,090</b>	<b>337,373</b>	<b>397,848</b>
<b>GROSS PROFIT</b>		<b>400,000</b>	<b>398,142</b>	<b>469,511</b>	<b>553,672</b>
% Gross Margin		100.0%	58.2%	58.2%	58.2%
<b>OPERATING EXPENSES</b>					
<b>R&amp;D Expenses</b>					
R&D Payroll	21,413	32,120	32,120	32,120	32,120
CMD Tech transfer costs for CBN scale-up	-	200,000	75,000	75,000	-
Other CMD Costs	-	-	-	-	-
R&D - biocatalysis enzyme development	-	-	-	-	-
CMD - scale up THCA synthase process	-	-	-	-	-
CMD - scale up of biocatalysis with CMD; CBC/A, THCVA	-	-	-	-	-
Product Safety and Efficacy Testing	-	-	85,000	85,000	-
IP filing / maintenance fees	43,500	43,750	43,750	43,750	43,750
<b>Total R&amp;D Expenses</b>	<b>64,913</b>	<b>275,870</b>	<b>235,870</b>	<b>235,870</b>	<b>75,870</b>
<b>G&amp;A Expenses</b>					
G&A Payroll	130,473	202,081	202,081	202,081	202,081
Dues & Subscriptions	6,000	2,625	2,625	2,625	2,625
D&D Insurance	25,000	18,750	18,750	18,750	18,750
Ch. 11, Administrative Expenses	35,000	-	-	-	-
Ordinary 3rd Party Costs (Legal, Accounting, etc.)	10,000	7,500	7,500	7,500	7,500
<b>Total G&amp;A Expenses</b>	<b>206,473</b>	<b>230,956</b>	<b>230,956</b>	<b>230,956</b>	<b>230,956</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>271,386</b>	<b>506,826</b>	<b>466,826</b>	<b>466,826</b>	<b>306,826</b>
<b>Earnings Before Taxes (EBT)</b>	<b>(271,386)</b>	<b>(106,826)</b>	<b>(68,684)</b>	<b>2,684</b>	<b>246,846</b>
Income Taxes	-	-	-	564	51,838
Offset: NOLs Utilized	-	-	-	(564)	(51,838)
<b>NET INCOME/(LOSS)</b>	<b>(271,386)</b>	<b>(106,826)</b>	<b>(68,684)</b>	<b>2,684</b>	<b>246,846</b>
% Net Income Margin	NA	(26.7%)	(10.0%)	0.3%	25.9%
<b>Debt Repayment Projections</b>					
	<b>12/31/20</b>	<b>3/31/21</b>	<b>6/30/21</b>	<b>9/30/21</b>	<b>12/31/21</b>
Net Operating Profit / Loss After Tax	(271,386)	(106,826)	(68,684)	2,684	246,846
Plus: D&A	-	-	-	-	-
Less: Capex	-	-	-	-	-
Less: Increase in Working Capital	-	-	(12,516)	(14,760)	(17,406)
<b>Cash Flow from Operations</b>	<b>(271,386)</b>	<b>(106,826)</b>	<b>(81,200)</b>	<b>(12,076)</b>	<b>229,440</b>
Plus: DIP Loan Proceeds	400,000	-	-	-	-
Plus: Cash from Rights Offering / Equity Financing	-	2,000,000	-	-	-
Plus: Existing Cash at Beginning of Period	-	81,106	1,974,280	1,893,079	1,881,004
<b>Cash Available for Debt Repayment (CADR)</b>	<b>128,614</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>
<b>Class 1 Priority Claims</b>					
BoP Balance	47,508	-	-	-	-
Less: Repaid in Period	(47,508)	-	-	-	-
<b>EOp Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CADR After Repayment of Class 1 Priority Claims</b>	<b>81,106</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>
<b>DIP Loan</b>					
BoP Balance	400,000	403,631	415,525	427,942	440,802
Plus: Accrued Interest	3,631	11,894	12,417	12,860	13,283
Less: Repaid in Period	-	-	-	-	-
<b>EOp Balance</b>	<b>403,631</b>	<b>415,525</b>	<b>427,942</b>	<b>440,802</b>	<b>454,084</b>
<b>CADR After Repayment of DIP Loan</b>	<b>81,106</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>
<b>Sr. Secured Debt on Teewinot Technologies<sup>3</sup></b>					
BoP Balance	1,400,992	1,455,419	1,509,911	1,567,243	1,627,085
Plus: Accrued Interest	54,426	54,492	57,332	59,842	62,299
Less: Repaid in Period	-	-	-	-	-
<b>EOp Balance</b>	<b>1,455,419</b>	<b>1,509,911</b>	<b>1,567,243</b>	<b>1,627,085</b>	<b>1,689,384</b>
<b>CADR After Repayment of Sr. Secured Debt on Teewinot Technologies</b>	<b>81,106</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>
<b>Class 2 Secured Claims</b>					
BoP Balance	359,504	361,115	366,341	371,716	377,201
Plus: Accrued Interest	1,611	5,226	5,376	5,485	5,581
Less: Repaid in Period	-	-	-	-	-
<b>EOp Balance</b>	<b>361,115</b>	<b>366,341</b>	<b>371,716</b>	<b>377,201</b>	<b>382,782</b>
<b>CADR After Repayment of Class 2 Secured Claims</b>	<b>81,106</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>
<b>DISPOSABLE INCOME<sup>4</sup></b>	<b>(318,894)</b>	<b>(106,826)</b>	<b>(81,200)</b>	<b>(12,076)</b>	<b>229,440</b>
<b>Class 3 Unsecured Claims</b>					
BoP Balance	-	13,155,392	13,405,557	13,602,268	13,802,967
Plus: Accrued Interest	-	250,165	196,711	200,699	204,220
Less: Repaid in Period <sup>5</sup>	-	-	-	-	-
<b>EOp Balance</b>	<b>-</b>	<b>13,405,557</b>	<b>13,602,268</b>	<b>13,802,967</b>	<b>14,007,187</b>
<b>Cash Balance</b>	<b>81,106</b>	<b>1,974,280</b>	<b>1,893,079</b>	<b>1,881,004</b>	<b>2,110,443</b>

## Footnotes

<sup>1</sup> Includes all subsidiaries wholly owned by Company.

<sup>2</sup> Represents results of operations from August 26, 2020 to December 31, 2020. Assumes the effective date of the plan occurs prior to December 31, 2020.

<sup>3</sup> Debt Balance owed by Teewinot Technologies, the Company's Ireland subsidiary.

<sup>4</sup> Cash Flow from Operations less payments on DIP Loan, Sr. Secured Debt of Teewinot Technologies and Class 2 Secured Claims.

<sup>5</sup> Reflects payments made with disposable income generated in the prior year on 3/31 of each year based on the Plan of Reorganization for Small Business Under Chapter 11.

EXHIBIT 4

ASSUMED CONTRACTS