

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

<p>In re:</p> <p>Apple Tree Life Sciences, Inc., <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 25-12177 (LSS)</p> <p>(Jointly Administered)</p> <p>Hearing Date: February 19, 2026 at 10:00 a.m. (ET) Obj. Deadline: February 12, 2026 at 4:00 p.m. (ET)</p>
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**DEBTORS’ OMNIBUS MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES
EFFECTIVE AS OF THE REJECTION DATE; (II) AUTHORIZING THE DEBTORS
TO ABANDON ANY REMAINING PERSONAL PROPERTY AT THE LEASED
PREMISES; AND (III) GRANTING RELATED RELIEF**

****ANY PARTY RECEIVING THIS MOTION SHOULD CAREFULLY REVIEW
EXHIBIT 1 TO THE PROPOSED ORDER ATTACHED HERETO AS EXHIBIT A TO
DETERMINE WHETHER IT IS A COUNTERPARTY TO A REJECTED LEASE THAT
IS THE SUBJECT OF THE RELIEF REQUESTED IN THIS MOTION****

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this motion (this “Motion”):

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a), 365(a) and 554 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing Debtors to reject certain

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); Nine Square Therapeutics, Inc. (4503); and Nereid Therapeutics Incorporated (8493). The location of the Debtors’ service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.



unexpired leases identified on **Exhibit 1** to the Proposed Order (the “Leases”),² effective as of the dates set forth therein (the “Rejection Date”); (ii) authorizing the Debtors to abandon any remaining personal property located at the leased premises; and (iii) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware entered February 29, 2012.

3. Pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 365(a), and 554 of the Bankruptcy Code and Bankruptcy Rule 6006 and 6007.

BACKGROUND

6. On December 9 and 15, 2025 and January 1 and 15, 2026 (the “Petition Dates”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket Nos. 69, 178 & 200.

² To the extent any Lease listed on Exhibit 1 has already expired or been terminated, its inclusion is not intended to, and shall not, reinstate, reaffirm, or otherwise revive such Lease.

7. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

8. On January 20, 2026, the Office of the United States Trustee for the District of Delaware appointed an Official Committee of Unsecured Creditors (the “Committee”) for these Chapter 11 Cases. *See* Docket No. 194.

9. A detailed description of the facts and circumstances of these Chapter 11 Cases is set forth in the *Declaration of Dr. Seth L. Harrison in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 18] (the “Harrison Declaration”) and the *Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 25] (the “Mandarino Declaration,” and with the Harrison Declaration, the “First Day Declarations”).³ As is described in more detail in the First Day Declarations, the Debtors commenced these Chapter 11 Cases due to the failure of Rigmora Biotech Investor One LP, and Rigmora Biotech Investor Two LP (collectively, “Rigmora”) to fulfill their contractual obligations, and their attempts to wind up Debtor ATP Life Science Ventures, L.P. (the “Partnership Debtor”) and liquidate the portfolio companies. Through these Chapter 11 Cases, the Debtors seek to stabilize their business, and, under the Court’s supervision, restructure the Partnership Debtor’s capital structure.

10. Since the commencement of these Chapter 11 Cases, the Debtors have worked to evaluate and identify unexpired leases that are unlikely to confer any value on the Debtors’ restructuring efforts and are no longer necessary for the Debtors’ operations.

³ Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Day Declarations, as applicable.

11. Certain of the Debtors are currently party to the Leases listed on Exhibit 1 with various counterparties listed thereon (the “Landlords”) at the various locations listed thereon (the “Premises”). After careful review, the Debtors have determined that the Leases are no longer necessary or beneficial to these Chapter 11 Cases. The Debtors vacated the Premises no later than September 2025. Specifically, Debtor Apertor Pharmaceuticals, Inc. vacated its Premises in late July 2025 and came to an agreement in principle with its Landlord regarding termination thereof. Debtor Nereid Therapeutics Incorporated vacated its Premises in late August 2025 and sent a report to its Landlord regarding the same in September 2025. Debtor Marlinspike Therapeutics, Inc. provided its Landlord with a termination letter in July 2025, vacated the Premises in September 2025, and thereafter spoke with its Landlord regarding potential settlement. To the best of the Debtors’ knowledge, the Debtors returned the Premises to the Landlords and relinquished keys, keycodes, and other access information back to the Landlords prior to the Petition Dates. Accordingly, the Debtors have determined to reject the Leases and abandon all personal property remaining thereat effective as of the Rejection Date.

BASIS FOR RELIEF

I. Rejection of the Leases Effective as of the Rejection Date Is Appropriate under the Debtors’ Sound Business Judgment.

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). As courts have held, “[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 *Collier on Bankruptcy* ¶ 365.01[1] (15th ed. 1993)).

13. The standard applied to determining whether the rejection of an unexpired lease or executory contract should be authorized is the “business judgment” standard. *Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”); *see also In re Tayfur*, 599 F. App’x 44, 49-50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel* to unexpired leases). Once a debtor states a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

14. Courts routinely approve motions to reject executory contracts or unexpired leases upon a showing that the debtor’s decision to take such action will benefit the debtor’s estate and is an exercise of sound business judgment. *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of “business judgment”); *see also Delightful Music Ltd. v. Taylor (In re Taylor)*, 913 F.2d 102 (3d Cir. 1990); *Glenstone Lodge v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83 (Bankr. D. Del. 1995).

15. Courts generally will not second-guess a debtor’s business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“A debtor’s decision to reject an executory contract

must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”) (internal quotation omitted). The “business judgment” test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *N.L.R.B. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3rd Cir. 1982) (noting that the “usual test for rejection of an executory contract is simply whether rejection would benefit the estate”) *aff’d*, 465 U.S. 513. Further, “[s]ection 365 enables the trustee to maximize the value of the debtor’s estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.” *L.R.S.C. Co. v. Rickel Home Centers, Inc. (In re Rickel Home Centers, Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000); *see also Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (section 365 of the Bankruptcy Code “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”).

16. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Leases is in the best interests of the Debtors and their estates, the Court should approve the proposed rejection under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Est. Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”). If a debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39-40.

17. Generally, courts have authorized a debtor's rejection of unexpired leases and executory contracts as of the date of the filing of the applicable rejection motion or the premises is surrendered, whichever is later. See *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004); see also *In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003). A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted post-petition administrative or other expenses. See *NLRB v. Bildisco & Bildisco*, 465 U.S. at 521 (stating that rejection relates back to the petition date); *Stonebriar Mall Ltd. P'ship v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court "has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *Constant Ltd. P'ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37-8 (S.D.N.Y. 1995) (affirming bankruptcy court's retroactive approval of lease rejection).

18. The facts in these Chapter 11 Cases and the balance of the equities favor the Debtors' rejection of the Leases effective as of the Rejection Date. Absent rejection, the Debtors will incur unnecessary administrative charges for leases long since vacated and which are not necessary to their business affairs or chapter 11 efforts. The Debtors do not need the leasehold interests created by the Leases to conduct their go-forward business, and the Debtors do not derive any meaningful benefits thereunder. Requiring the Debtors to continue to perform under the Leases after the Rejection Date will impose onerous continuing obligations on the Debtors and their estates.

19. Moreover, the Landlords will not be unduly prejudiced if the Leases are rejected effective as of the Rejection Date because by this Motion, the Landlords will receive notice of the proposed rejection. Further, the Debtors vacated the Premises between July and September 2025.

The Debtors also communicated with their Landlords regarding their intention to terminate the Leases prior to the Petition Dates, and for certain of the Debtors, entered into negotiations regarding the terms of such termination. Indeed, as the Petition Dates, the Debtors had returned the Premises to the Landlords and were not in possession of the Premises. Therefore, the Landlords are not prejudiced by the Debtors' rejection of the Leases, effective as of the Rejection Date.

20. In light of the foregoing, the Debtors respectfully submit that the rejection of the Leases under section 365 of the Bankruptcy Code, effective as of the Rejection Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estate, and their creditors. To eliminate the potential incurrence of administrative expenses, and to avoid the potential accrual of any further obligations under the Leases, the Debtors respectfully submit that the retroactive rejection of the Leases as of the Rejection Date is appropriate.

II. Abandonment of Any Personal Property Remaining at the Premises as of the Rejection Date Is Appropriate under the Debtors' Sound Business Judgment.

21. Should any personal property remains on the Premises as of the Rejection Date, the Debtors request the Court's approval of the Debtors' abandonment of such personal property, pursuant to section 554(a) of the Bankruptcy Code, effective as of the Rejection Date. Any personal property left behind is of nominal, if any, value to the Debtors or their estates.

22. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See In*

re Midlantic Nat'l Bank, 474 U.S. 494, 501 (1986). The Debtors submit that neither limitation is relevant in these Chapter 11 Cases.

23. The cost of retrieving, marketing, and reselling the personal property—if any—outweighs any recovery that the Debtors or their estates could reasonably hope to attain from such property. As a result, the Debtors have determined, in their business judgment, that the abandonment of any personal property, effective as of the Rejection Date, is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors.

RESERVATION OF RIGHTS

24. Nothing contained herein is intended to or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (iv) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code, or (v) a promise to pay a claim.

NOTICE

25. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the District of Delaware; (b) the Committee; (c) the Landlords; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the offices of the attorneys general in the states in which the Debtors operate; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

26. No previous request for the relief requested herein has been made to this or any other court.

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CONCLUSION

WHEREFORE, for the reasons set forth above, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and awarding such other and further relief as the Court deems just and proper.

Dated: February 4, 2026
Wilmington, Delaware

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Proposed Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Apple Tree Life Sciences, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12177 (LSS)

(Jointly Administered)

Hearing Date: February 19, 2026 at 10:00 a.m. (ET)

Objection Deadline: February 12, 2026 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' OMNIBUS MOTION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES EFFECTIVE AS OF THE REJECTION DATE;
(II) AUTHORIZING THE DEBTORS TO ABANDON ANY REMAINING PERSONAL
PROPERTY AT THE LEASED PREMISES; AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Unexpired Leases Effective as of the Rejection Date; (II) Authorizing the Debtors to Abandon Any Remaining Personal Property at the Leased Premises; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **February 12, 2026**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); Red Queen Therapeutics, Inc. (8563); Evercrisp Biosciences, Inc. (4437); Nine Square Therapeutics, Inc. (4503); and Nereid Therapeutics Incorporated (8493). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

at 4:00 p.m. (ET) (the “Objection Deadline”), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801 on **February 19, 2026 at 10:00 (ET)**.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: February 4, 2026
Wilmington, Delaware

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Apple Tree Life Sciences, Inc., <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-12177 (LSS) (Jointly Administered) Re: Docket No. ____
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**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN
UNEXPIRED LEASES EFFECTIVE AS OF THE REJECTION DATE;
(II) AUTHORIZING THE DEBTORS TO ABANDON ANY REMAINING PERSONAL
PROPERTY AT THE LEASED PREMISES; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order, pursuant to sections 105(a), 365, and 554 of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007; and upon the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having consented to entry of a final order; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and

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² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Leases listed on **Exhibit 1** attached hereto, including, to the extent applicable, any agreements, amendments, change orders, supplements, waivers, subleases, and side letters related thereto, are hereby rejected by the Debtors effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the interests of the Debtors and their estates in any personal property remaining on the Premises are deemed abandoned by the Debtors and their estates as of the Rejection Date.
4. Nothing herein shall impair, prejudice, waive or otherwise affect the rights of the Debtors to: (a) assert that the Leases (i) were terminated on prior to the Rejection Date, or (ii) are not an unexpired lease under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provisions of the Leases; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Leases. All rights, claims, defenses and causes of action that the Debtors

and their estates may have against the Landlords, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise such rights, claims, defenses and causes of action.

5. The Debtors are hereby authorized to execute and deliver all instruments and documents and take such other actions as may be necessary or appropriate, to implement and effectuate this Order.

6. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (iv) an approval, assumption, or adoption of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code, or (v) a promise to pay a claim.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1**Rejected Leases**

DEBTOR ENTITY	LEASE COUNTERPARTY	CONTRACT	LOCATION OF LEASED PROPERTY	REJECTION DATE
Apertor Pharmaceuticals, Inc.	1640 South Loop Road LLC	Real Property Lease	1640 South Loop Road Alameda, CA 94502	December 15, 2025
Marlinspike Therapeutics, Inc.	PPF OFF 150 Cambridge Park Drive, LLC	Real Property Lease	150 Cambridgepark Dr. Cambridge, MA 02140	December 15, 2025
Nereid Therapeutics Incorporated	RREF II 451D, LLC	Real Property Lease	451 D Street Boston, MA 02210	January 15, 2025