IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: January 20, 2026 at 2:30 p.m. (ET) **Obj. Deadline: January 13, 2026 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY THEIR OBLIGATIONS UNDER PREPETITION INSURANCE POLICIES, (B) CONTINUE TO PAY CERTAIN BROKERAGE FEES, (C) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, AND (II) GRANTING RELATED RELIEF

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 "Order"), (a) authorizing the Debtors to (i) pay their obligations under prepetition insurance policies, including any amounts owed on account of audits taking place in the ordinary course of business, (ii) continue to pay certain brokerage fees, and (iii) renew, supplement, modify, or purchase insurance coverage in the ordinary course; and (b) 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*

[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); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.



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) and 363 of title 11 of the United States Code (the "Bankruptcy Code") and rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

BACKGROUND

6. On December 9 and 15, 2025 (the "Petition Date"), 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 No. 69. 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").[2]

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Day Declarations, as applicable.

As described in more detail in the First Day Declarations, the Debtors commenced these Chapter 11 Cases due to the failure of the Rigmora LPs to fulfill their contractual obligations, and their attempts to wind up the Partnership, which would destroy the Partnership through litigation. Through these Chapter 11 Cases, the Debtors seek to stabilize their business, and, under the Court's supervision, restructure the Partnership's capital structure.

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, and no official committees have been appointed or designated.

THE INSURANCE POLICIES AND RELATED PAYMENT OBLIGATIONS

I. Insurance Policies

8. In the ordinary course of business, the Debtors maintain approximately 18 insurance policies that are administered by third-party insurance carriers (collectively, the "Insurance Carriers"). These policies provide coverage for, among other things, the Debtors' general liability, automobile liability, cyber liability, executive risk coverage, directors & officers liability, management liability, and umbrella coverage (each, an "Insurance Policy" and collectively, the "Insurance Policies" or "Policies"). A schedule of the Insurance Policies is attached hereto as **Exhibit B**.[3]

[3] In addition to the Insurance Policies listed in **Exhibit B**, the Debtors maintain insurance policies with respect to, among other things, workers' compensation. These programs are described, and relief is requested with respect to such programs, in *Debtors' Motion for Entry of Interim and Final Orders to (I) Continue Employee Benefits Programs and (II) Grant Related Relief* [Docket No. 23]. Furthermore, although **Exhibit B** is intended to be comprehensive, the Debtors may have inadvertently omitted one or more Insurance Policies. By this Motion, the Debtors request relief applicable to all Insurance Policies regardless of whether such Insurance Policy is specifically identified on **Exhibit B**.

9. Continuation and renewal of the Insurance Policies, and entry into new insurance policies as applicable, is essential for preserving the value of the Debtors' business, operations and assets. Moreover, in many instances, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' business activities, including the operating guidelines of the United States Trustee (the "U.S. Trustee Guidelines") that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors request authority to maintain their existing Insurance Policies, pay any prepetition obligations related thereto, and to renew, supplement, or enter into new Insurance Policies in the ordinary course of business on a post-petition basis consistent with past practice.

II. Premium Payment

10. The Insurance Policies are generally one year in length, and the Debtors have generally renewed their Policies on the respective renewal dates. The aggregate annual premium (the "Insurance Premiums") for the Insurance Policies is approximately $342,679, including any applicable taxes, deductibles, brokerage and consulting fees, and commissions. As of the Petition Date, approximately $30,000 on account of prepetition Insurance Premiums are outstanding and due and owing.

11. The Debtors also seek authority to honor all payment obligations under the Insurance Policies in the ordinary course of business to ensure uninterrupted coverage thereunder.

III. Deductibles

12. Certain of the Insurance Policies require the Debtors to pay a deductible or self-insured retention (collectively, "Deductibles"). Generally, if a claim is made against the Insurance Policies, the Debtors' applicable Insurance Carrier will administer the claim and make payments in connection therewith. Deductibles, if any, are typically offset against such payments. The

Debtors seek authority to continue honoring any Deductible that may exist currently or arise under the Insurance Policies in the ordinary course of business to ensure uninterrupted coverage under the Insurance Policies. As of the Petition Date, the Debtors do not believe any prepetition Deductibles are due and owing.

IV. Insurance Brokers

13. The Debtors obtain their Insurance Policies through their insurance brokers, Arthur J. Gallagher & Co., Coalition Insurance Solutions, Inc., Continental Casualty Company, Federal Insurance Company, Houston Casualty Company, National Union Fire Insurance Company of Pittsburgh, Pa., Travelers Excess and Surplus Lines Company, and Westfield Insurance Company (collectively, the "Insurance Brokers"). The Insurance Brokers assist the Debtors in obtaining insurance coverage for certain of their operations in the most cost-effective manner, including by (a) negotiating policy terms, provisions, and premiums; (b) assisting the Debtors with claims; and (b) providing ongoing support throughout the applicable policy periods. The Insurance Brokers collect commission payments for services rendered in addition to or as part of the premiums paid on the Insurance Policies (the "Brokerage Fees" or "Fees," and, collectively with the Insurance Premiums and Deductibles, the "Insurance Obligations"). The Debtors seek authority to honor and pay any amounts outstanding on account of the Brokerage Fees as of the Petition Date, in an amount not to exceed $30,000 (in the aggregate, when combined with amounts due for Insurance Premium obligations outstanding as of the Petition Date), as well as satisfy any Brokerage Fees that may arise on a post-petition basis in the ordinary course of business and consistent with past practices.

BASIS FOR RELIEF

I. The Bankruptcy Code and U.S. Trustee Guidelines Require the Debtors To Maintain Insurance Coverage and Satisfy Their Insurance Obligations

14. Section 1112(b)(4)(C) of the Bankruptcy Code lists "failure to maintain appropriate insurance that poses a risk to the estate or to the public" as "cause" for mandatory conversion or dismissal of a chapter 11 case. In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the U.S. Trustee Guidelines.

15. Given this backdrop, the Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Guidelines, that they maintain and continue to make all payments required under their Insurance Policies, and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies as needed, in their business judgment, without further order of the Court. Therefore, the Debtors respectfully request the authority to: (a) pay the prepetition amounts currently due and owing on account of the Insurance Obligations under the Insurance Policies in the ordinary course of business, including any prepetition amounts due or that may come due in connection with the Insurance Obligations; (b) continue to honor obligations arising under the Insurance Policies; and (c) renew, supplement, modify, or purchase insurance coverage in the ordinary course.

II. Maintaining, Renewing, Supplementing, Entering into New Insurance Policies and Paying Obligations Thereunder Is Warranted

16. The Court may authorize the Debtors to continue their prepetition practices with respect to their Insurance Policies, including maintaining, renewing, supplementing, and entering into new Insurances Policies, as such practices are in the ordinary course of the Debtors' business. Alternatively, to the extent any such practices fall outside of the ordinary course of business, the

Court should authorize the Debtors to maintain, renew, or enter into new Insurance Policies on a post-petition basis, as such relief is in the Debtors' sound business judgment. Further, the Court may authorize the payment of prepetition obligations relating to the Insurance Policies.

17. Section 363(c)(1) of the Bankruptcy Code provides that a chapter 11 debtor in possession "may enter into transactions . . . [or] may use property of the estate in the ordinary course of business without notice or a hearing." The Bankruptcy Code does not define "ordinary course of business." *In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992). In determining whether a transaction is in the ordinary course of business, this Court and others have adopted the two-part "horizontal dimension" and "vertical dimension" test. *Id.* (citation omitted); *see also In re Blitz U.S.A., Inc.*, 475 B.R. 209, 214–215 (Bankr. D. Del. 2012) (applying the horizontal and vertical dimensions test). Under the horizontal dimension test, the court must analyze whether, from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry. *In re Roth Am., Inc.*, 975 F.2d at 953 (citation omitted). Under the vertical dimension test, the court must analyze the transaction from the perspective of a hypothetical creditor and determine "whether the transaction subjects a creditor to economic risk of a nature different from those he accepted when he decided to extend credit." *Id.* (citation omitted). In other words, under this two-part test, "the touchstone of ordinariness is the interested parties' reasonable expectations of what transactions the debtor in possession is likely to enter in the course of its business." *Id.* (citation modified). When applying this test, "[t]he primary focus . . . is on the debtor's pre-petition business practices and conduct, although a court must also consider the changing circumstances inherent in the hypothetical creditor's expectations." *Id.* (citation and internal marks omitted).

18. Here, the Debtors seek to continue their existing Insurance Policies and continue to honor their obligations thereunder in the ordinary course of their business on a post-petition basis. Such obligations include, among other things, renewing the Insurance Policies when they expire, and proceeding with the Premium Payments when they come due. Further, the Insurance Policies cover obligations that are required by law or regulation, as described above. The Debtors' failure to maintain, renew, or timely replace existing Insurance Policies may jeopardize the Debtors' ability to maintain their operations while they conduct an orderly restructuring of their business, and it may damage the Debtors' estates to the detriment of the creditors.

19. Although the Debtors believe continuing the Insurance Policies is within their authority to continue in the ordinary course of business, out of an abundance of caution and to ensure authority to pay any prepetition obligations related to the Insurance Policies, the Debtors are seeking Court approval for the Debtors' authority to maintain, continue, renew, revise, and supplement the Insurance Policies under Bankruptcy Code sections 105(a), 363(b), 1107(a) and 1108.

20. Bankruptcy Code section 363(b) empowers the Court to allow a debtor, in the exercise of its sound business judgment and after notice and a hearing, to "use, sell, or lease, other than in the ordinary course of business, property of the estate." *See* 11 U.S.C. § 363(b)(1). The use of estate property should be authorized under section 363(b) so long as a sound business purpose exists for the transaction. *See, e.g.*, *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (approving employee incentive programs because justified by a sound business purpose). "Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr.

S.D.N.Y. 1986) (citation omitted). There 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." *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Indeed, when applying the "business judgment" standard, courts show great deference to a debtor's business decisions. *See In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (noting that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"); *In re Integrated Res., Inc.*, 147 B.R. at 656 ("Courts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence."); *In re First Wellington Canyon Assocs.*, 1989 WL 106838, at *3 (N.D. Ill. Sept. 8, 1989) (stating that "the debtor's business judgment . . . must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion."). In addition, section 105(a) of the Bankruptcy Code codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

21. Moreover, courts in this and other districts generally acknowledge that it is appropriate to authorize the payment of prepetition obligations pursuant to section 363(b) and the "necessity of payment" doctrine rooted in Bankruptcy Code section 105. *See, e.g.*, *In re Just For Feet, Inc.*, 242 B.R. 821, 825 (D. Del. 2009) (authorizing payments of prepetition claims pursuant to the "necessity of payment" doctrine); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the "necessity of payment" doctrine is standard for enabling a court to authorize payment of prepetition claims before confirming a plan); *In re Ionosphere Clubs, Inc.*, 98 B.R. 74, 175 (Bankr. S.D.N.Y. 1989) (authorizing the debtor's payment of

prepetition claims under section 363(b) because the debtor "clearly demonstrated sound business reasons to justify such payments").

22. Furthermore, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *In re CoServ*, L.L.C., 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the fiduciary duties of any debtor in possession is the obligation to "protect and preserve the estate," including, among other things, "the preplan satisfaction of a prepetition claim." *Id*.

23. The Debtors submit that it is in the best interests of their estates to have the ability to revise, extend, supplement, or change insurance coverage, as necessary, on a post-petition basis. Indeed, the Debtors' Insurance Policies are necessary to the preservation of the value of the Debtors' business, properties, and assets and their ability to successfully administer these Chapter 11 Cases. Accordingly, if any of the Insurance Policies lapse or new coverage is required or necessary, it is imperative that the Debtors are able to renew, supplement, or purchase insurance coverage on a post-petition basis in the ordinary course of business.

24. Further, there is sufficient basis to permit the Debtors to pay any prepetition obligations related to the Insurance Policies. Such payments are a sound exercise of the Debtors' business judgement as they aim to preserve and protect the uninterrupted operations and the value of the Debtors' estates. Failing to pay prepetition claims under the Insurance Policies would negatively impact the Debtors' ability to operate, resulting in a material adverse effect on the Debtors' operations and the value of their estates. For example, the Insurance Carriers could attempt to terminate the Debtors' existing policies, which could threaten the Debtors' ability to continue their operations.

25. Courts in this district have routinely granted relief similar to what is requested herein. *See, e.g., In re Brightmark Plastics Renewal LLC,* No. 25-10472 (LSS) (Bankr. D. Del. Apr. 10, 2025) (authorizing debtors to maintain and pay prepetition insurance policies); *In re Charter School Capital, Inc.*, No. 25-11016 (CTG) (Bankr. D. Del. June 30, 2025) (same); *In re Nikola Corp.*, No. 25-10258 (TMH) (Bankr. D. Del. Feb. 20, 2025) (same); *In re Zurvita Holdings, Inc.*, No. 24-12823 (MFW) (Bankr. D. Del. Jan. 16, 2025) (same); *In re Biolase, Inc.*, No. 24-12245 (KBO) (Bankr. D. Del. Oct. 25, 2024) (same); *In re Supply Source Enters., Inc.*, No. 24-11054 (BLS) (Bankr. D. Del. June 13, 2024) (same); *In re Restoration Forest Prods. Group, LLC*, No. 24-10120 (KBO) (Bankr. D. Del. Feb. 22, 2024) (same).[4]

PROCESSING OF CHECKS AND ELECTRONIC FUND TRANSFERS SHOULD BE AUTHORIZED

26. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business. In addition, under the Debtors' existing cash management system, which is described in further detail in a separate motion,[5] the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests that are not related to authorized payments will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

[5] On December 15, 2025, the Debtors filed the *Debtors' Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Pre-Petition Obligations Related Thereto, and (C) Continue to Perform Intercompany Transactions, (II) Granting*

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

27. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

28. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Administrative Expense Status to Post-Petition Intercompany Balances, and (III) Granting Related Relief [Docket No. 24].

NOTICE

29. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the United States Trustee for the District of Delaware; (b) the holders of the twenty largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the offices of the attorneys general in the states in which the Debtors operate; (f) the Insurance Carriers; (g) the Brokers; and (h) 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

30. No prior request for the relief sought in this Motion has been made to this or any other court.

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CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (a) enter the Order, substantially in the form attached hereto as **Exhibit A**, and (b) grant such other and further relief as is just and proper.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

/s/ Brett M. Haywood

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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:	Chapter 11
Apple Tree Life Sciences, Inc., *et al*.,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: January 20, 2026 at 2:30 p.m. (ET) **Objection Deadline: January 13, 2026 at 4:00 p.m. (ET)**

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY THEIR OBLIGATIONS UNDER PREPETITION INSURANCE POLICIES, (B) CONTINUE TO PAY CERTAIN BROKERAGE FEES, (C) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, the above-captioned debtors and debtors in possession (the "Debtors"), filed the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Their Obligations Under Prepetition Insurance Policies, (B) Continue to Pay Certain Brokerage Fees, (C) Renew, Supplement, Modify, or Purchase Insurance Coverage, and (II) 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 **January 13, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline"), and served upon and received by the undersigned proposed counsel for the Debtors.

[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); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

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 **January 20, 2026 at 2:30 p.m. (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.

[*Remainder of Page Intentionally Left Blank*]

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

/s/ Brett M. Haywood

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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:	Chapter 11
Apple Tree Life Sciences, Inc., *et al.*,[1]	Case No. 25-12177 (LSS)
Debtors.	(Jointly Administered)
	Re: Docket No.

ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY THEIR OBLIGATIONS UNDER PREPETITION INSURANCE POLICIES, (B) CONTINUE TO PAY CERTAIN BROKERAGE FEES, (C) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE INSURANCE COVERAGE, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) authorizing the debtors to (i) pay their obligations under prepetition Insurance Policies, (ii) continue to pay certain Brokerage Fees, and (iii) renew, supplement, modify, or purchase insurance coverage; and (b) granting related relief; 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, entered February 29, 2012; 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 matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided

[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); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT

1. The Motion is granted as set forth herein.

2. The Debtors are authorized to continue and maintain the Insurance Policies, including, but not limited to, the Insurance Policies identified on **Exhibit B** to the Motion, and, in their sole discretion, pay any prepetition or post-petition obligations related to the Insurance Policies, Premium Payments, Deductibles, Brokerage Fees, and any other related expenses; *provided, however,* that payment on account of prepetition Insurance Obligations shall not exceed $30,000.

3. The Debtors are authorized, in their sole discretion, to renew, amend, supplement, extend, or purchase existing or additional insurance policies in the ordinary course of business on a post-petition basis, as well as replace any of the Insurance Brokers as may be necessary.

4. The Debtors are authorized to honor any amounts owed on account of any audits that take place in the ordinary course of business.

5. Nothing in this Order shall constitute a post-petition assumption of any obligations related to the Insurance Policies pursuant to Bankruptcy Code section 365.

6. Nothing in this Order shall: (a) alter or amend the terms and conditions of the Insurance Policies; (b) relieve the Debtors of any of their obligations under the Insurance Policies; (c) preclude or limit, in any way, the rights of any insurer to contest and/or litigate the existence, primacy, and/or scope of available coverage under the Insurance Policies; or (d) create a direct right of action against any insurers or third party administrators where such right of action does not already exist under non-bankruptcy law.

7. The Debtors are authorized to issue post-petition checks, or to effect post-petition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability to the Debtors for following the Debtors' instructions.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Exhibit B

Schedule of Insurance Policies

Entity Covered	Insurance Carrier	Policy Type	Policy Number	Coverage Period	Premium
Apple Tree Life Sciences, Inc.	Federal Insurance Company	Commercial Package	3597-08-47 EUC	6/30/2025 - 6/30/2026	$15,884 + $61.13 (Surcharges)
Apple Tree Life Sciences, Inc.	Federal Insurance Company	Commercial Automobile	(25)7358-92-31	6/30/2025 - 6/30/2026	$1,300
Apple Tree Life Sciences, Inc.	Federal Insurance Company	Commercial Umbrella	7987-54-91	6/30/2025 - 6/30/2026	$5,578
Apple Tree Life Sciences, Inc.	Coalition Insurance Solutions, Inc.	Cyber Liability	C-4LWR-082962-CYBER-2025	6/30/2025 - 6/30/2026	$14,138 +$530.18 (Surcharges)
Apple Tree Life Sciences, Inc.	Houston Casualty Company	Executive Package	H725-602104	6/30/2025 - 6/30/2026	$120,000
Apple Tree Life Sciences, Inc.	Westfield Insurance Company	Excess D&O	CSB-424185G-01	6/30/2025 – 6/30/2026	$78,000
Apertor Pharmaceuticals, Inc.	Federal Insurance Company	Management Liability	8262-3238	9/10/2025 - 9/10/2026	$24,471
Apertor Pharmaceuticals, Inc.	Continental Casualty Company	Commercial Package	7013530620	1/15/2026 – 1/15/2027	$9,941
Apertor Pharmaceuticals, Inc.	Continental Casualty Company	Commercial Umbrella	7013531251	1/15/2026 – 1/15/2027	$1,200
Apertor Pharmaceuticals, Inc.	Travelers Excess and Surplus Lines Company	Cyber Liability	CYB-108157331-00	1/15/2025 – 1/15/2026	$4,532

Initial Therapeutics, Inc.	Continental Casualty Company	Commercial Package	B 7012739454	4/1/2025 - 4/1/2026	$10,294
Initial Therapeutics, Inc.	Continental Casualty Company	Commercial Umbrella	B 7012739468	4/1/2025 - 4/1/2026	$1,434
Initial Therapeutics, Inc.	Federal Insurance Company	Executive Package	82622535	8/13/2025 - 8/13/2026	$15,500
Marlinspike Therapeutics, Inc.	Continental Casualty Company	Commercial Package	B 7013516328	1/9/2026 - 1/9/2027	$5,667
Marlinspike Therapeutics, Inc.	Continental Casualty Company	Commercial Umbrella	B 7039470275	1/9/2026 - 1/9/2027	$2,020
Marlinspike Therapeutics, Inc.	Federal Insurance Company	Executive Package (3-Year Tail)	J06527735	1/1/2026 – 1/1/2029	$48,224 ($16,075/year estimate)
Red Queen Therapeutics, Inc.	National Union Fire Insurance Company of Pittsburgh, Pa.	Directors & Officers Liability	01-354-93-73	11/17/2025 - 11/17/2026	$11,500 +$100 (Surcharges)
Red Queen Therapeutics, Inc.	Continental Casualty Company	Commercial Package	7038385356	5/10/2025 - 5/10/2026	$4,454
Approximate Total Annual Premiums					$342,679