IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	Chapter 11
AMPLIFYBIO, LLC, *et al.*,[1]	Case No. 25-52140
Debtors.	Judge Mina Nami Khorrami
	(Jointly Administered)

COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF LIQUIDATION

Dated September 12, 2025

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: AmplifyBio, LLC (1671); and ADOC SSF, LLC (3792).

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DISCLAIMER

THIS COMBINED DISCLOSURE STATEMENT AND PLAN CONTAINS CERTAIN STATUTORY PROVISIONS AND DESCRIBES CERTAIN EVENTS IN THESE CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THIS COMBINED DISCLOSURE STATEMENT AND PLAN THAT MAY BE ATTACHED AND ARE INCORPORATED BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THIS INFORMATION IS FAIR AND ACCURATE, THIS INFORMATION IS QUALIFIED IN ITS ENTIRETY TO THE EXTENT THAT IT DOES NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS.

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HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THIS COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS SUPPORT CONFIRMATION OF THE PLAN AND RECOMMEND ALL ELIGIBLE CREDITORS VOTE TO ACCEPT THE PLAN.

ARTICLE I

INTRODUCTION

The Debtors and the Official Committee of Unsecured Creditors (the "**Committee**") hereby submit this *Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation* (the "**Combined Disclosure Statement and Plan**" or the "**Plan**"). The Plan is both a disclosure statement and a plan within the meaning of such terms under the Bankruptcy Code, Bankruptcy Rules and Local Rules.

The Debtors and the Committee are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. As set forth below, the Plan provides for the liquidation of the Debtors' remaining assets and distribution of the proceeds to Creditors. The Plan also contains, among other things, a discussion of the Debtors' history, businesses, properties, operations, the chapter 11 cases, risk factors, summary and analysis of the Plan, and certain other related matters.

The Debtors and the Committee believe that the Plan complies with all applicable requirements and is the best available alternative for Creditors. **The Debtors and the Committee therefore recommend that all eligible Creditors vote to ACCEPT the Plan.**

ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS ARE ENCOURAGED TO READ THE PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND IN THE PLAN, INCLUDING CONSENT OF THE COMMITTEE AS SET FORTH IN SECTION 16.2 OF THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE II

DEFINITIONS AND CONSTRUCTION OF TERMS

2.1 Definitions. All capitalized terms used but not defined elsewhere in the Plan have the meaning set forth in the Glossary of Defined Terms attached as Exhibit A hereto. Any capitalized term used and not defined by the Plan has the meaning ascribed to that term under the Bankruptcy Code and/or Bankruptcy Rules.

2.2 Amendments. For purposes of the Plan, any references to a document or exhibit means such document or exhibit as it has been or may be amended, supplemented, or otherwise modified.

2.3 Interpretation. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. Unless otherwise specified, all section, article, schedule or exhibit references in the Plan are to the

respective section in, Article of, Schedule to, or Exhibit to the Plan. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

ARTICLE III

BACKGROUND

3.1 Overview

Prior to the cessation of the Debtors' business operations on April 4, 2025, the Debtors were a contract research organization that also provided advanced analytics, process development, and manufacturing services in the commercial biotechnology marketplace. The Debtors' business was built around three core pillars: providing end-to-end research and development services, delivering preclinical contract research organization services, and offering flexible, state-of-the-art manufacturing infrastructure and quality systems to support the scale-up and commercialization of advanced therapies.

The Debtors' business model required significant investment in facilities, technology, and scientific talent, requiring high costs compared to revenue. The Debtors' revenue streams, which are primarily derived from contract research, manufacturing services, and strategic partnerships, were not able to scale quickly enough to offset the Debtors' substantial expenditures. The long timelines and high costs associated with bringing advanced therapies to market also contributed to delayed revenue realization and negative cash flows. As a result, the Debtors experienced mounting financial obligations and increasing pressure on their liquidity position.

AmplifyBio owns 100% of ADOC. As of the Petition Date, AmplifyBio's membership interests were owned by the following:

Name / Entity	Position / Nature of Interest	% of Interest (if stated)
Battelle Services Company, Inc.	Board of Directors Member (Chairman)	44.03%
Kavra 14 LLC	Series A Investor	25.42%
Casdin Partners Master Fund, L.P.	Series A Investor	10.69%
J. Kelly Ganjei	Board Member, President/CEO, Series A & B Investor	5.33% (also 4.01% and 3.03% for other tranches)

Casdin Holdings – PGE II (AmplifyBio), LLC	Series A Investor	3.07%
Kavra 14-D LLC	Series A Investor	2.10%
Narya AB Blocker, Inc.	Series A Investor	2.03%
Hercules Capital, Inc.	Series A Warrant Holder	0.29%
Series B Investors (46 parties, not individually listed)	Board Member, President/CEO, Series A & B Investor	3.03% (aggregate)

3.2 Capital Structure

As of the Petition Date, the Debtors' primary indebtedness consisted of liabilities under a secured credit facility in an aggregate amount of approximately $28.6 million, together with interest, costs, fees, and expenses. The Senior Credit Facility was entered into by the Debtors on or about December 27, 2022, with the several banks and other financial institutions or entities from time to time parties to the Senior Credit Facility (collectively referred to as "**Lenders**") and Hercules Capital, Inc., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and Lenders (in such capacity, "**Hercules**"). The loan under the Senior Credit Facility was to be made in two tranches: a first tranche in the amount of $30,000,000, and a second tranche in the amount of $20,000,000 if certain conditions precedent were met. The Debtors did not meet such conditions precedent, and the second tranche was not advanced.

The Debtors are each a borrower under the Senior Credit Facility, with joint and several liability for all obligations under the Senior Credit Facility. Substantially all assets of the Debtors serve as Collateral for such obligations. The loan was secured by (i) an Open End Mortgage and Security Agreement upon Debtor AmplifyBio's Real Property located at 1425 Plain City-Georgesville Road, Building JM-10, West Jefferson, Ohio 43162 (a 28-acre parcel along with a 205,686 square foot building), recorded with the Madison County, Ohio Recorder on September 12, 2023 as Instrument 2023-2679; (ii) a fixture filing recorded with the Madison County, Ohio Recorder, on September 12, 2023 as Instrument Number 2023-2680; (iii) a blanket lien upon Debtors' personal property, perfected by filing of UCC-1 financing statements with the State of Delaware, Instrument Nos. 2022-0702496 and 2023-6159403 (both as to Debtor AmplifyBio) and 2022-0702504 (as to Debtor ADOC); (iv) a blocked account agreement concerning Debtors' bank accounts at JPMorgan Chase Bank; (v) a perfected security interest in Debtors' patents, trademarks and other intellectual property; (vi) all cash on hand and in bank accounts at the Petition Date; (vii) all other Collateral described in the Senior Credit Facility; and (viii) all proceeds and products of all of the foregoing (collectively, the "**Collateral**").

On April 14, 2025, Battelle acquired Hercules' and the other Lenders' position under the Senior Credit Facility. As of the Petition Date, the Senior Credit Facility was in default on account of, among other things, the Debtors' failure to maintain a minimum cash availability financial covenant.

In addition to the Senior Credit Facility, the Debtors entered into approximately $6.1 million in convertible promissory notes from previous and current company investors, including Battelle Services Company, Inc. ("**BSCI**"), KAVRA 14 LLC, and Kavra 14-D, LLC in February and March 2025 to help sustain liquidity. These securities are not secured.

3.3 Challenges Before the Petition Date

The Debtors have incurred significant losses since May 2021, the date of AmplifyBio's formation and spin-off from Battelle. ADOC was formed in September 2022. The Debtors incurred net losses of approximately $26 million in 2022, $56 million in 2023, and $74 million in 2024. The Debtors continued to experience revenue declines and a deteriorating cash position in 2025, and reported negative cash flow from operations of $8.2 million and an overall loss of $20.3 million in the first quarter of 2025.

The Debtors' financial condition led to Hercules issuing a notice of default under the Senior Credit Facility on February 7, 2025. On February 11, 2025, the Debtors and Hercules entered into that certain Forbearance and First Amendment to Loan and Security Agreement (as the same was amended or modified from time to time, the "**First Amendment**"), pursuant to which, during the Forbearance Period (as defined in the First Amendment), Agent and Lenders agreed to forbear from exercising their rights and remedies with respect to the Stated Events of Default (as defined in the First Amendment). The Forbearance Period expired on May 15, 2025.

In February 2025, the Debtors hired Accordion Partners, LLC as their financial advisor and in March 2025, the Debtors hired Kasey Rosado, a Senior Managing Director of Accordion Partners, LLC as the Debtors' Chief Restructuring Officer.

By April 2025, the Debtors, together with their advisors, determined that operations were no longer viable. On or about April 4, 2025, the Debtors terminated all of their remaining employees. Twenty-six (26) of these former employees, including J. Kelly Ganjei, the Chief Executive Officer, and AmplifyBio's controller, Jason Fehlner, had active consulting agreements as of the Petition Date and continued to advise and assist the Debtors during the Debtors' bankruptcy cases to ensure a smooth sale processes and an orderly wind down. Their agreements have various end dates coinciding with the completion of activities relevant to each contractor. As of the date of the filing of this Plan and Disclosure Statement, only Mr. Fehlner and Mr. Ganjei have active consulting agreements. Overall, the Debtors determined in their business judgment that selling the Debtors' assets in bankruptcy as a whole or in pieces after operations were terminated was the best way to preserve the value of the Debtors' assets for the benefit of all stakeholders.

On May 16, 2025, the Debtors filed these Chapter 11 Cases to maximize value for creditors through one or more "free and clear" going concern sales of their assets under section 363 of the Bankruptcy Code.

3.4 Prepetition Sale/Refinancing/Recapitalization Efforts

Prior to the Petition Date, the Debtors undertook a comprehensive review of strategic alternatives, including, actively seeking to secure additional capital through equity or debt

financing, strategic partnerships, and out-licensing of proprietary technologies. In parallel, the Debtors explored a potential process to market and sell their businesses as a going concern, engaging with a broad range of potential acquirers and investors. The Debtors also sought to leverage the Debtors' intellectual property and operational capabilities through collaborations and licensing arrangements. Despite these efforts, the Debtors were unable to secure a going concern sale or a sufficient capital infusion to stabilize operations.

3.5 The Chapter 11 Cases

(a) Bar Date

The Bar Date Order established **August 25, 2025 at 11:59 p.m. (ET)** as the general deadline for Creditors to File any Proofs of Claim against the Debtors and **November 12, 2025 at 11:59 p.m. (ET)** as the Government Bar Date, and established certain procedures and requirements for Proofs of Claim. [Docket No. 201].

(b) Postpetition Financing/Use of Cash Collateral/Settlement

The Debtors commenced these Chapter 11 Cases on May 16, 2025 with limited liquidity, and urgently required use of cash collateral and potentially additional new funding to meet payroll, administer the Estates, fund a sales process, and generally to preserve and maximize the value of their assets. While the Debtors sought funding from various parties, the Debtors determined that obtaining postpetition financing from Battelle was the only reasonable option available. The Debtors sought approval of the DIP Facility on commercially reasonable terms by a motion filed on May 16, 2025 [Docket No. 11]. In its original form, the DIP Facility provided for, among other things, $2.5 million in new money loans, a sale process to close on or before August 31, 2025, extensive adequate protections for the Debtors' use of cash collateral, a strict budget for the Debtors' operations and for the Chapter 11 Cases, and liens on certain assets of the Debtors or the Estates, including Causes of Action (or proceeds thereof). On May 21, 2025, the Bankruptcy Court approved the Debtors' use of cash collateral of Battelle subject to an Approved Budget, but ordered the Debtors not to draw under the proposed DIP Credit Agreement without further order of the Bankruptcy Court. The Bankruptcy Court entered an Interim Order on May 23, 2025 [Docket No. 42] (the "**Interim Order**"). A final hearing was originally scheduled on June 26, 2025. This final hearing (the "**Second Day Hearing**") was subsequently adjourned to August 28, 2025.

In advance of the Second Day Hearing, the Debtors, Battelle, and the Committee engaged in extensive negotiations over the terms of the DIP Facility, the Sale Motion and the Chapter 11 Cases generally. Ultimately, the Debtors, Battelle and the Committee reached a consensus for support by the Committee of the DIP Facility and the Sale Motion, and for an overall Plan structure as set forth herein, on terms (the "**Settlement Terms**"), which were set forth in a Settlement Agreement dated August 13, 2025 (the "**Settlement**") and incorporated into that certain *Motion of the Debtors for Entry of Order (I) Authorizing and Approving the Settlement Agreement with Battelle Memorial Institute, Battelle Services Company, Inc. and the Official Committee of Unsecured Creditors Under Bankruptcy Rule 9019, and (II) Granting Related Relief* filed with the Bankruptcy Court on August 14, 2025 [Docket No. 240] (the "**Settlement Motion**"). A hearing was held by the Bankruptcy Court to consider the Settlement Motion on August 28, 2025. On August 29, 2025, the Bankruptcy Court entered that certain *Amended Order (I) Authorizing and*

Approving the Settlement Agreement Among the Debtors, Battelle Memorial Institute, Battelle Services Company, Inc and the Official Committee of Unsecured Creditors Under Bankruptcy Rule 9019, and (II) Granting Related Relief [Docket No. 293] approving the Settlement (the "**Settlement Order**").

The material Settlement Terms include the following:

Key Term / Issue	**Summary of Settlement Provision**
Parties	AmplifyBio, LLC; ADOC SSF, LLC (Debtors); Battelle Memorial Institute; Battelle Services Company, Inc.; Committee
Settlement Payment	Battelle has agreed to pay $3,000,000 to the Debtors' Estates to pay creditor claims in their proper order of priority within 3 business days of this Bankruptcy Court's entry of a final, non-appealable order approving the Settlement (the "**Settlement Funds**"). The Settlement Funds will be held by the Debtors in a segregated account.
Use of Settlement Funds	The Settlement Funds shall be used in accordance with a budget approved by the Debtors, Battelle and the Committee (as part of the final cash collateral order [Docket No. 289]); If the Debtors wish to use Settlement Funds outside of the budget, it will require Committee approval or further Bankruptcy Court order. The Settlement Funds will replace the Debtors' need for debtor in possession financing to fund the budget. The Debtors withdrew their request for Bankruptcy Court approval of any debtor in possession financing at the hearing on August 28, 2025 and through the Settlement Order.
Pathfinder Sale Proceeds	$178,000 from Pathfinder Oncology asset sale shall be paid to Battelle and applied to the Prepetition Loan Obligations.
Asset Sale Process	The Debtors' 363 sale process proceeded per the Bankruptcy Court-approved bidding procedures, with Battelle acting as stalking horse bidder with credit bid rights.

Battelle's Secured Claim	Battelle was the winning bidder for substantially all of the Debtors' assets and there were no cash sale proceeds to be applied to reduce Battelle's Prepetition Loan Obligations.[2] Battelle's credit bid totaled $21,840,000. Battelle's deficiency claim will be treated as an unsecured claim.
Unsecured Claims of Battelle and BSCI	Battelle will not receive a distribution on its unsecured deficiency claim. BSCI will not receive a distribution on its prepetition unsecured claim in the amount of $3,160,000 for convertible debt securities.
Administrative Claims	Battelle and BSCI will not receive or seek any administrative expense payments under the Plan except for those enumerated in Section 9 and 12.12 of the Settlement Agreement. Battelle does not need to file a request for payment of administrative expense claims for post-Petition Date amounts that it has previously been paid or is entitled to receive under the Settlement Agreement.
Releases	Mutual comprehensive releases: Debtors/Committee release Battelle and BSCI from all pre-settlement claims; Battelle/BSCI covenant not to sue Debtors/Committee on pre-settlement matters.
Plan of Liquidation	The Debtors and Committee agreed to jointly file and support a Plan of liquidation and Liquidating Trust agreement. The Plan shall offer creditors the option to opt into or out of consensual third-party releases in favor of Battelle/BSCI, and Hercules Capital.

[2] Pursuant to that certain *Order (I) Authorizing the Private Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests; (II) Waiving the 14-Day Stay Imposed Under Bankruptcy Rule 6004(h); and (III) Granting Other Related Relief* [Docket No. 90] entered on June 13, 2025, the Debtors sold certain equipment to Pathfinder Oncology, Inc., for a purchase price of $178,000.00, which proceeds will be paid to Battelle pursuant to the Settlement Agreement.

Voting/Objection Agreement	Battelle/BSCI agree to vote in favor of and not object to the Plan if it is consistent with the Settlement.
Binding Effect	The Settlement is binding on the Debtors, their Estates, Battelle, the Committee, any trustee, and any liquidation trust. In addition, the Settlement survives a dismissal of the Chapter 11 Cases.
Bankruptcy Court Approval	Settlement subject to Bankruptcy Court approval; the Bankruptcy Court approved the Settlement under Bankruptcy Rule 9019 and related provisions [Docket No. 287].

At the Second Day Hearing, the Bankruptcy Court approved the Debtors' use of cash collateral on a final basis and entered that certain *Final Order (I) Authorizing the Debtors to Utilize Cash Collateral; (II) Providing Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* on August 28, 2025 [Docket No. 289] (the "**Final Cash Collateral Order**").

(c) Postpetition Sale Process

On June 12, 2025, the Debtors filed that certain *Motion of Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Substantially All of Debtors' Assets, (B) Approving Stalking Horse Break-Up Fee, (C) Scheduling Auction and Hearing to Approve Sale of Substantially All of The Debtors' Assets, (D) Approving Form and Manner of Notices of Sale, Auction and Sale Hearing, (E) Approving Assumption and Assignment Procedures, and (F) Granting Related Relief; and (II)(A) Approving Sale of Substantially All of Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 89] (the "**Sale Motion**").

By the Sale Motion, the Debtors sought approval of a sale process, bidding procedures and approval of a sale of all or any part of the Debtors' assets free and clear of liens, claims, encumbrances and interests. A hearing was held by the Bankruptcy Court on June 26, 2025, and by order dated June 27, 2025 [Docket No. 149] (the "**Bidding Procedures Order**"), the Bankruptcy Court approved the relief requested in the Sale Motion and certain bidding procedures (the "**Bidding Procedures**") that governed the sale process.

As part of the Bidding Procedures Order, the Bankruptcy Court approved an Asset Purchase Agreement dated as of June 12, 2025 (the "**Stalking Horse APA**"), with Battelle as a Stalking Horse Bidder. At the time of execution of the Stalking Horse APA, the Debtors had not received any superior or equivalent third party offers and believed that the terms offered in the Stalking Horse APA were the best available to begin a sale process to maximize the value of the Debtors' Estates.

The Debtors received two qualified competing bids prior to the bid deadline. One was for certain of the Debtors' equipment and personal property (other than inhalation equipment) and the other was for the Debtors' intellectual property. On August 19, 2025, the Debtors held an auction at which, after certain rounds of bidding, Battelle was named the successful bidder for all of the Debtors' assets. Following the auction, the Debtors filed that certain *Notice of Successful Bidder for the Sale of the Debtors' Assets* [Docket No. 252] reporting the results of the auction. After a hearing to approve the sale on August 28, 2025, the Bankruptcy Court entered that certain *Order (A) Authorizing and Approving the Sale of Substantially All of Debtors Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 286] on August 28, 2025 (the "**Sale Order**").

(d) Sale Closing

Battelle purchased the Debtors' assets for a credit bid of $21,840,000, plus (i) the assumption of certain specific contracts, and (ii) any fees and expenses due to Hilco. Battelle purchased the assets free and clear of all liens, claims, and encumbrances as set forth in the Sale Order. The Sale closed on September 3, 2025.

(e) Available Assets

Following the closing of the Sale, the Debtors' assets consist primarily of the Retained Causes of Action and retained cash. The Debtors are no longer generating operating income and do not project further collections on accounts receivable. The Plan relies on the Debtors' remaining cash on hand, the Settlement Funds, and on certain funds that have been escrowed in accordance with the Final Cash Collateral Order. The Debtors believe that these assets are sufficient to fund the Plan process, achieve confirmation, and position the Liquidating Trust to pursue the Retained Causes of Action. **The amount and timing of Distributions under the Plan for General Unsecured Claims, if any, will depend on the outcome of litigation of the Retained Causes of Action.**

(f) WARN Act and Related Employment Claims

On April 4, 2025, Debtor AmplifyBio provided written notice that it was immediately ceasing operations and terminating its workforce of approximately 212 employees. On May 22, 2025, two former employees filed "Class Claims" in the Chapter 11 Cases, asserting claims under the Workers Adjustment and Retraining Notification Act of 1988 (the "**WARN Act**") as well as other related employment claims arising out of the shut-down, Adversary Proceeding No. 2:25-ap-02026 (the "**WARN Act Adversary Proceeding**"). On August 18, 2025, Plaintiffs filed a First Amended Class Action Complaint in an Adversary Proceeding [Docket No. 31]. The WARN Act Adversary Proceeding is being pursued on behalf of a proposed WARN Act class as well for certain state law claims against AmplifyBio and certain non-debtor defendants: Battelle, Viking Global Investors Limited Partnership, Casdin Capital Partners, LLC, and Nayra Capital Management, LLC.

The WARN Act is a federal statute that generally requires employers to provide notification 60 calendar days in advance of plant closings and mass layoffs. An employer can be

liable for up to sixty days' back pay and benefits to certain employees who lose their jobs as part of a plant closing or mass layoff without receiving sixty days' advanced notice. An employer may give less than sixty-days' notice if the plant closing or mass layoff was due to unforeseen business circumstances or if the employer was actively seeking capital or business, which if obtained, would have averted the shutdown. The Plaintiffs in the WARN Act Adversary Proceeding allege that AmplifyBio violated the WARN Act, that no exception to the notification requirement applies, and that the non-debtor defendants are jointly and severally liable along with AmplifyBio under the "single-employer" doctrine. AmplifyBio disputes and denies that it is liable. The non-debtor defendants likewise dispute and deny liability. If the Bankruptcy Court rules in favor of the WARN Act class on the question of liability, then it will assess damages based on the amount of wages and benefits due to each class member for the 60-day notice period. Some or all of the first $17,150 of each class member's portion of the WARN Act damages may be entitled to priority claim status under § 507(a)(4) and (5) of the Bankruptcy Code, with any excess amount treated as a general unsecured claim. AmplifyBio contends that WARN Act damages should be treated as a general unsecured claim. If the Bankruptcy Court finds that one or more of the non-debtor defendants are also liable, then AmplifyBio's potential exposure for WARN Act damages may be mitigated to some extent. If the Bankruptcy Court finds in favor of one or more of the WARN Act claimants on the applicable state law claims, some or all of the amounts awarded may be treated as a priority claim under § 507(a)(4) and (5) of the Bankruptcy Code.

3.6 The Committee

On June 3, 2025, the Office of the United States Trustee for the Southern District of Ohio appointed five of the Debtors' unsecured creditors to serve as members of the Committee. The Committee is presently comprised of the following members: (i) Aktis Oncology, Inc.; (ii) Elemental Machines, Inc.; (iii) Mendel New Albany Property Owner LLC; (iv) Messer Construction Co.; and (v) RNAV8 Bio [Docket No. 62].

Beginning before the Second Day Hearing, the Committee undertook an investigation of, among other things, the Debtors' prepetition financial condition and the Senior Credit Facility. At the request of the Committee, the Debtors provided the Committee certain documents to aid in determining whether to challenge the liens securing the obligations of the Debtors under the Senior Credit Facility and whether there were any Claims or Causes of Action against Battelle.

In advance of the deadlines imposed under the Interim Order, the Committee received and reviewed, among other things, material documents evidencing the Senior Credit Facility, the Debtors' historical financial statements and financial projections; the Debtors' corporate governance structure and other general corporate documentation; information about the Debtors' assets; and other documents. Additionally, the Debtors gave the Committee's advisors access to the data room used by the Debtors' advisors regarding the Sale. The Committee also conducted an interview with an officer of the Debtors. Based on its review, the Committee determined not to commence a challenge under the Interim Order against the Claims or Liens of Battelle relating to the Senior Credit Facility.

3.7 Additional Documents and Information

Copies of all documents Filed in the Chapter 11 Cases can be viewed and downloaded free of charge at https://dm.epiq11.com/amplifybio.

ARTICLE IV
IMPORTANT DATES

The following table sets forth certain key dates relating to the Plan, solicitation of votes, and the confirmation process. Additional information concerning the process for voting on and confirmation of the Plan is set forth in Article XIII below. On September 3, 2025, the Debtors filed that certain *Motion of Debtors for Entry of an Order (I) Permitting a Combined Disclosure Statement and Plan and (II) Establishing Solicitation Procedures* [Docket No. 295]. On September [__], 2025, the Bankruptcy Court entered that certain *Order (A) Granting Approval for Debtors to File a Combined Disclosure Statement and Plan, (B) Granting Approval of Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan, (C) Scheduling a Combined Hearing on Final Approval of Adequacy of the Disclosure Statement and Confirmation of Plan, (D) Approving Form of Ballott and Solicitation Package, € Approving Notice Provisions, and (F) Granting Related Relief* [Docket No. __] (the "**Interim Approval and Procedures Order**").

Below are key dates:

Event	Deadline
Voting Record Date	September 12, 2025
Deadline to Object to Claims for Voting Purposes Only	September 26, 2025 at 5:00 p.m. (prevailing Eastern time)
Deadline for Creditors to File Rule 3018 Motions	October 14, 2025 at 5:00 p.m. (prevailing Eastern time)
Deadline for Filing an Objection to a Rule 3018(a) Motion	October 21, 2025 at 5:00 p.m. (prevailing Eastern Time)
Voting Deadline	October 21, 2025 at 5:00 p.m. (prevailing Eastern time)
Combined Disclosure Statement and Plan Objection Deadline	October 21, 2025 at 5:00 p.m. (prevailing Eastern Time)
Deadline to File Reply	October 24, 2025 at 5:00 p.m. (prevailing Eastern time)
Deadline to File Voting Report	October 24, 2025 at 5:00 p.m. (prevailing Eastern time)
Combined Hearing	October 28, 2025 at 1:00 p.m. (prevailing Eastern Time)

Creditors with questions or seeking further information about the voting procedures for their Claims or about the solicitation packages, may contact the balloting agent by email at

amplifybioinfo@epiqglobal.com, telephone at (888) 893-5743 (US & Canada toll free) and (503) 660-4986 (international) or through the case website at https://dm.epiq11.com/amplifybio.

ARTICLE V

TREATMENT OF UNCLASSIFIED CLAIMS

The Bankruptcy Code provides that a chapter 11 plan must classify the claims and interests of any debtor's creditors and equity interest holders, with exceptions for certain claims receiving specific treatment. In accordance with section 1123(a)(1) of the Bankruptcy Code, the following Claims are not classified under the Plan:

5.1 Administrative Claims

(a) Subject to Section 5.1(b) of the Plan, each Holder of an Allowed Administrative Claim shall receive, in full and final satisfaction, settlement and release of such Claim, payment in full and in Cash of the unsatisfied amount of such Claim on the later of (i) the Effective Date; (ii) the due date of such Claim in accordance with its terms; or (iii) 7 days after such Claim becomes an Allowed Administrative Claim; *provided, however*, that any Holder of an Allowed Administrative Claim may agree to different treatment of such Claim.

(b) Any payments of Allowed Administrative Claims shall be made by the Debtors or Liquidating Trust, as applicable.

(c) Except for Professional Claims or Statutory Fees, as well as any Administrative Claims of Battelle under the Settlement, which have already been Allowed, all Holders of Administrative Claims shall File a request for payment of such Claim no later than the Administrative Claims Bar Date. Each such request must set forth the amount of, and basis for, such Claim together with supporting documentation. For the avoidance of doubt, nothing in the Plan amends or extends any applicable deadline for the Filing of Claims established by the Bar Date Order, including without limitation the deadline for the Filing of 503(b)(9) Claims. Objections to Administrative Claims must be Filed and served by the Administrative Claim Objection Deadline.

(d) Holders of Administrative Claims that do not File a request for payment of such Claim on or before the applicable deadline shall not be treated as Holders with respect to such Claim for any purpose of the Plan and shall be forever barred from asserting such Claim against the Debtors, the Estates, the Liquidating Trust or Battelle (in its capacity as the purchaser of the Debtors' assets), or their respective property, *provided*, *however*, Battelle does not need to file a request for payment of administrative expense claims for post-Petition Date amounts that it has previously been paid or is entitled to receive under the Settlement Agreement.

5.2 Priority Tax Claims

(a) Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the Holder of a Priority Tax Claim and the Debtors or the Liquidating Trust, as applicable, each

Holder of an Allowed Priority Tax Claim will receive, in full and final satisfaction, settlement and release of such Claim, payment in full and in Cash of the unsatisfied amount of such Claim on the later of (i) the Effective Date; (ii) the due date of such Claim in accordance with its terms; or (iii) 7 days after such Claim becomes Allowed.[3]

(b) Notwithstanding anything to the contrary herein, any Claim on account of any penalty arising with respect to or in connection with an Allowed Priority Tax Claim that does not compensate the Holder for actual pecuniary loss shall be treated under the Plan as a General Unsecured Claim, and the Holder (other than as the Holder of a General Unsecured Claim) may not assess or attempt to collect such penalty from the Debtors, the Estates, the Liquidating Trust, or their respective property.

5.3 Professional Claims

Notwithstanding anything to the contrary herein:

(a) All final applications for payment of Professional Claims for services performed and expenses incurred prior to the Effective Date shall be Filed no later than the Administrative Claims Bar Date and shall comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and applicable Orders of the Bankruptcy Court.

(b) Any objections to such Professional Claims shall be Filed no later than 14 days after the Administrative Claims Bar Date. Subject to the availability of the Bankruptcy Court, a hearing to determine the allowance of such final fee applications shall be held within 30 days after the Administrative Claims Bar Date, and the Debtors or Liquidating Trustee shall File a notice of such hearing.

(c) Allowed Professional Claims shall be satisfied as follows: (i) *first*, from the funds in the Professional Fee Reserve allocable to such Professional in accordance with the Carve Out; (ii) *second*, from the Professional Fee Reserve to the extent of any funds previously allocable to another Professional that remain after the satisfaction in full of the Allowed Professional Claims of that Professional and on a pro rata basis with all other Allowed Professional Claims that have not otherwise been fully satisfied; (iii) *third,* from any retainer held by such Professional; and (iv) *fourth,* from other assets of the Estates in accordance with the Bankruptcy Code and Bankruptcy Rules.

(d) The reserve account previously established for Professional Claims pursuant to the Final Cash Collateral Order (the "**Professional Fee Reserve**") shall be maintained in a trust account of counsel for the Debtors, McDonald Hopkins LLC. Such account and the funds therein shall not be considered property of the Estates, but shall continue to be held for the benefit of Professional on a line-item basis in accordance with the Final Cash Collateral Order (as reduced for any amounts paid to such Professional pursuant to any prior order). In the event of any remaining retainer held by any Professional after the satisfaction in full of its Allowed Professional Claims, such excess shall be paid into the Professional Fee Reserve and shall thereafter be deemed

[3] The Debtors are in the process of reconciling certain disputed alleged Priority Tax Claims with the applicable taxing authorities.

to be Professional Fee Reserve funds and treated in accordance with Section 5.4(c)(i) of the Plan. In the event of any balance remaining in the Professional Fee Reserve after all Allowed Professional Claims have been paid in full, such balance shall be paid to the Liquidating Trust.

(e) Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code shall terminate, and the Liquidating Trust may employ and compensate any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course without any further notice or Order of the Bankruptcy Court but subject to the Liquidating Trust Agreement.

5.4 Statutory Fees

(a) All Statutory Fees that become due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors and the Liquidating Trust shall be jointly and severally liable to pay any and all Statutory Fees when due and payable.

(b) Prior to the Effective Date, the Debtors shall file all monthly operating reports when they become due, using UST Form 11-MOR. After the Effective Date, the Liquidating Trustee shall file quarterly reports using UST Form 11-PCR when they become due; *provided, however*, that the Estates shall be deemed consolidated for reporting purposes such that the Liquidating Trustee shall only be required to file one quarterly report for all Debtors, until the Chapter 11 Cases of all Debtors in such reporting group have been closed, dismissed or converted.

(c) Notwithstanding the substantive consolidation of the Debtors called for in the Plan, each of the Debtors, and the Liquidating Trust shall remain obligated to pay Statutory Fees until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

(d) Notwithstanding anything to the contrary herein, the United States Trustee shall not be required to file any request for payment of Administrative Claims and shall not be treated as providing any release under the Plan.

ARTICLE VI

TREATMENT AND CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for the purposes of voting on and treatment under the Plan as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such other Class. As discussed below, the Bankruptcy Code requires that at least one Impaired Class vote to accept the Plan for it to be confirmed. The Debtors and Committee will seek confirmation of the Plan on a "cramdown" basis pursuant to section 1129(b) of the Bankruptcy Code with respect to any Class that does not accept the Plan.

Final determination of the WARN Act Adversary Proceeding is required in order to determine both (i) liability of AmplifyBio under the claims asserted by holders of WARN Act and related employment claims and (ii) the priority afforded WARN Act claims if they are determined to be Allowed Claims. AmplifyBio disputes both liability and classification with respect to the WARN Act claims, but if AmplifyBio does not prevail on these defenses, the holders of WARN Act and related employment claims would be expected to receive their pro rata share of available distributions under the Plan.[4]

6.1 Summary of Classes and Projected Recoveries

The summary in the table below is provided for illustrative purposes only and is subject to material change based on certain contingencies, including the claims reconciliation process and litigation outcomes. The projected recoveries are based on information available to the Debtors and Committee as of the date hereof and reflect good faith estimates or assumptions by the Debtors and the Committee as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Plan, the Debtors and Committee emphasize that they make no representation as to the accuracy of these recovery estimates or assumptions. The Debtors and Committee expressly disclaim any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received or errors discovered). Actual recoveries may vary widely from the projections in the table below.

Class	**Status**	**Estimated Amount of Allowed Claims[5]**	**Projected Recovery**
Class 1 – Other Secured Claims	Unimpaired (Deemed to Accept)	$0.00	100%
Class 2 – Priority Non-Tax Claims[6]	Unimpaired (Deemed to Accept)	$1,003,000	100%
Class 3 – Battelle Claims	Impaired (Entitled to Vote)	$8,972,150	0.0%
Class 4 – General Unsecured Claims[7]	Impaired (Entitled to Vote)	$25,058,000	5.5%
Class 5 – Intercompany Claims	Impaired (Deemed to Reject)	$38,886,0000	0.0%

[4] Each potential member of the WARN class action will receive a "Notice of Non-Voting Status" as part of the Debtors' solicitation process.

[5] Such estimates do not include claims that the Debtors believe were filed in improper classes.

[6] The estimate of Priority Non-Tax Claims does not include any amounts for WARN Act claims.

[7] The estimate of General Unsecured Claims does not include any amounts for WARN Act claims.

Class 6 – Interests	Impaired (Deemed to Reject)	$106,901,000	0.0%

6.2 Class 1 – Other Secured Claims

(a) Classification: Class 1 consists of all Secured Claims other than any Senior Credit Facility Claims.

(b) Treatment: Except to the extent that a Holder of an Allowed Secured Claim agrees to less favorable treatment, on the later of the Effective Date or the date such Claim becomes Allowed (or the due date of such Claim in accordance with its terms), in full and final satisfaction, settlement and release of such Claim the Holder shall receive, at the option of the Debtors or the Liquidating Trustee as applicable: (i) payment in full and in Cash of the unpaid portion of such Claim, including any interest thereon required to be paid under section 506(b) of the Bankruptcy Code, up to the value of the collateral securing such Claim; (ii) the collateral securing such Claim to the extent of the Holder's security interest therein and the Debtors' or Estates' interests therein; or (iii) such other treatment sufficient to render such Claim as Unimpaired. For the avoidance of doubt, to the extent that the value of any Secured Claim exceeds the value of the underlying collateral, the excess amount shall be treated as a General Unsecured Claim.

(c) Voting. Class 1 is Unimpaired and is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 1 are not entitled to vote to accept or reject the Plan.

6.3 Class 2 – Priority Non-Tax Claims

(a) Classification: Class 2 consists of all Priority Non-Tax Claims.

(b) Treatment: Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of the Effective Date or the date such Claim becomes Allowed (or the due date of such Claim in accordance with its terms), in full and final satisfaction, settlement and release of such Claim, the Holder shall receive, payment in full and in Cash of the unsatisfied amount of such Claim.

(c) Voting: Class 2 is Unimpaired and is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 1 are not entitled to vote to accept or reject the Plan.

6.4 Class 3 – Battelle Claims

(a) Classification: Class 3 consists of all Battelle Claims (other than Battelle's Allowed Administrative Claim).

(b) Treatment: The Battelle Claims are Allowed in the aggregate amount of $8,972,150. No Distribution shall be made on account of any Battelle Claims.

(c) Voting: Class 3 is Impaired and is entitled to vote to accept or reject the Plan.

6.5 Class 4 – General Unsecured Claims

(a) Classification: Class 4 consists of all General Unsecured Claims.

(b) Treatment: Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement and release of such Claim, a Pro Rata share of the Liquidating Trust Assets, with all Distributions thereon to be made in accordance with the provisions of the Plan and the Liquidating Trust Agreement.

(c) No Distribution shall be made on account of any Battelle Claims. In addition, no Distribution shall be made on account of BSCI General Unsecured Claims.

(d) Voting: Class 4 is Impaired and entitled to vote to accept or reject the Plan.

6.6 Class 5 – Intercompany Claims

(a) Classification: Class 5 consists of all Intercompany Claims.

(b) Treatment: All Intercompany Claims shall be extinguished on the Effective Date. No Distribution shall be made on account of any Intercompany Claims.

(c) Voting: Class 5 is Impaired and is conclusively deemed to have rejected the Plan. Accordingly, Holders of Claims in Class 5 are not entitled to vote to accept or reject the Plan.

6.7 Class 6 – Interests

(a) Classification: Class 6 consists of all Interests in the Debtors.

(b) Treatment: All Interests shall be canceled and extinguished on the Effective Date. No Distribution shall be made on account of any Interests.

(c) Voting: Class 6 is Impaired and is conclusively deemed to have rejected the Plan. Accordingly, Holders of Claims in Class 6 are not entitled to vote to accept or reject the Plan.

6.8 Reservation of Rights Regarding Claims

Except as otherwise provided in the Plan or in other Orders of the Bankruptcy Court, nothing shall affect the rights or defenses of the Debtors or the Liquidating Trustee, as applicable, whether legal or equitable, with respect to any Claim, including all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

6.9 Subordination

Notwithstanding anything to the contrary herein, in accordance with section 510 of the Bankruptcy Code, the Debtors or the Liquidating Trustee shall have the right to re-classify any

Allowed Claim in accordance with any contractual, legal, or equitable subordination relating thereto. Claims that are subject to subordination shall not receive a Distribution under the Plan until any and all Allowed Claims senior to the subordinated Claim are paid in full.

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors will be deemed rejected, except for any Executory Contract or Unexpired Lease that was previously assumed, assumed and assigned, or rejected, by the Debtors, or is the subject of a pending Assumption Notice or pending motion to assume or assume and assign. The Confirmation Order shall constitute an Order approving such rejection as of the Effective Date.

7.2 Deadline for Filing Proofs of Claim for Rejection Damages

If the rejection of any Executory Contract or Unexpired Lease under the Plan gives rise to a Claim, the Holder of such Claim shall file a proof of Claim with the Claims Agent no later than 30 days after the Effective Date. Any Holder that does not timely file such proof of Claim shall not be treated as a Holder with respect to such Claim for any purpose of the Plan and shall be forever barred from asserting such Claim against the Debtors, the Estates or the Liquidating Trust.

Any such Allowed Claim for rejection damages shall be treated as an Allowed General Unsecured Claim. For the avoidance of doubt, any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to a separate motion or Rejection Notice are subject to the deadlines established by separate order granting such motion or notice, or the Bar Date Order, as applicable.

7.3 Assumption of Certain Insurance Policies

Notwithstanding anything to the contrary herein, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all Insurance Policies, to the extent constituting an Executory Contract, except for any Insurance Policy that was previously rejected or is the subject of a pending Rejection Notice or motion to reject, shall be deemed assumed by the Debtors and assigned to the Liquidating Trust. For the avoidance of doubt, nothing herein shall be construed as the Debtors assuming any obligation with respect to any self-insured retention for which the applicable insurer has the ability to assert a prepetition Claim against the applicable Debtor in accordance with the Bar Date Order or other order of the Bankruptcy Court.

ARTICLE VIII

MEANS OF IMPLEMENTING THE PLAN

In addition to the provisions set forth elsewhere in the Plan, the following shall constitute the means for execution and implementation of the Plan.

8.1 Vesting of Estate Property

On the Effective Date, except as may otherwise be expressly provided in the Confirmation Order, the Liquidating Trust Assets shall automatically vest in the Liquidating Trust free and clear of all Claims, Liens, and Interests.

8.2 Effective Date Distributions

On the Effective Date or promptly thereafter, to the extent that there are sufficient funds to pay the same, the Debtors or the Liquidating Trust shall make all Distributions for Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims that are Allowed on or prior to the Effective Date.

8.3 Retained Causes of Action

(a) In accordance with section 1123(b) of the Bankruptcy Code, all Retained Causes of Action are expressly reserved, preserved and shall vest in and be enforceable by the Liquidating Trust, by and through the Liquidating Trustee, as of the Effective Date, free and clear of all Claims, Liens, encumbrances and other interests and shall be Liquidating Trust Assets. The Liquidating Trust shall have sole and exclusive discretion and standing to commence, prosecute, pursue, abandon, compromise, release, withdraw, litigate to judgment, enforce or settle any Retained Causes of Action, either on behalf or in the name of the Liquidating Trust or the Debtors, without further Order.

(b) No Person may rely on the absence of a specific reference in the Plan or the Plan Supplement to any Claim or Cause of Action against such Person as any indication that such Claim or Cause of Action has been or will be released and will not be pursued by the Liquidating Trust. Except as expressly released by the Confirmation Order and the Plan or as previously purchased by Battelle pursuant to a Sale Order, all Claims and Causes of Action of the Debtors or the Estates are Retained Causes of Action.

(c) No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any Retained Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

8.4 Certain Substantive Consolidation

(a) The Debtors and the Committee have reviewed, among other things, the Debtors' books and records, intercompany accounting practices, corporate structure, financial reporting, and cash management practices. Based on that review, the Plan contemplates and is predicated upon,

pursuant to sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, the substantive consolidation for voting, confirmation and distribution purposes of the Debtors.

(b) As of the Effective Date, for each Debtor: (i) all assets and Liabilities of such Debtor and its Estate shall be deemed merged, or treated as though merged, into and with the assets and Liabilities of the other Debtor; (ii) each Claim against such Debtor and its Estate shall be deemed to be a Claim against the consolidated Debtors; (iii) all guarantees, and all joint and several liability, of such Debtor of or for any obligations of any other Debtor shall be eliminated and canceled; (iv) no Distributions shall be made on account of any Intercompany Claims among the Debtors, and all such Claims shall be eliminated; and (iv) all joint and several liability of any Debtors for obligations of any other Debtor shall be deemed to be a single obligation of the Debtors. Holders of Allowed Claims shall be entitled to Distributions from Liquidating Trust Assets in accordance with the treatment set forth herein without regard for which Debtor was originally liable for such claim.

(c) The substantive consolidation to be effected under the Plan shall not affect (i) the legal and corporate structures of the Debtors, (ii) any Retained Causes of Action, or (iii) distributions from any Insurance Policies or proceeds of such policies. The Plan shall be deemed to be a motion for entry of an order of the Bankruptcy Court approving the substantive consolidation of the Estates and the Chapter 11 Cases. Unless an objection to the substantive consolidation set forth herein is made in writing by any Holder of a Claim affected by same or another party in interest and is Filed with the Bankruptcy Court and served on the Debtors on or before the deadline to object to the Plan, or such other date as may be fixed by the Bankruptcy Court, the Bankruptcy Court may enter the Confirmation Order approving the substantive consolidation of the Debtors for the purposes set forth herein. In the event any such objections are timely Filed, a hearing with respect thereto will occur at the Confirmation Hearing.

(d) The substantive consolidation of the Debtors to be effected under the Plan is appropriate and justified under the circumstances of the Chapter 11 Cases because it (i) is generally consistent with principles of equity and the expectations of Creditors in doing business with the Debtors; (ii) available assets are concentrated at the Debtors that either (x) are primary obligors or guarantors on most liabilities of the Estates, including without limitation the Battelle Claims, the Senior Credit Facility, most operating contracts, and most real property leases, or (y) are potentially subject to liability for Claims against subsidiaries under a variety of theories, such that substantive consolidation is not expected to materially impair or prejudice any Creditors; and (iii) avoids substantial costs that would be incurred in allocating assets, including but not limited to Causes of Action and proceeds thereof, among the Estates, which avoids diluting Creditor recoveries as a result of increased professional fees and attendant delays.

8.5 Exemption from Certain Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from any of the Debtors to the Liquidating Trust or by the Debtors to any other Entity pursuant to the Plan shall not be subject to any stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any applicable instruments or documents without the payment of any such tax or governmental assessment.

8.6 Release of Liens

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, all Liens, Claims, and other interests in or against any assets or property of the Debtors or the Estates shall be released, canceled, extinguished, and terminated, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent authorization, or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. The Liquidating Trustee shall have the authority, in its sole discretion, but is not required, to file lien releases in connection with the foregoing.

8.7 Adequate Assurance Deposits

All adequate assurance deposits provided by the Debtors whether held by the Debtors or by the applicable utility company, are property of the Estates and shall be returned to, or recovered by, the Debtors or the Liquidating Trust as applicable.

8.8 Cancellation of Claims, Interests and Obligations

On the Effective Date, notwithstanding anything to the contrary in the Plan, all Interests in the Debtors, and every document, agreement, or instrument evidencing any Interest in or Claim in the Debtors shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtors under any such document, agreement or instrument evidencing any such Interest or Claim, including without limitation any obligation to indemnify any non-Debtor Entity, shall be deemed extinguished; *provided, however*, that the provisions of any such document, agreement or instrument shall continue in effect solely to the extent necessary to allow any Creditor to receive Distributions or exercise rights under the Plan or to allow the Liquidating Trustee to prosecute any Causes of Action.

8.9 Preservation of Insurance Coverage

Notwithstanding anything to the contrary herein, nothing in the Plan shall diminish or impair the enforceability of any Insurance Policies by any insured or shall be deemed to release the Debtors' insurers from, or limit the obligations of any of the Debtors' insurers concerning any claims that might be asserted by insureds, additional insureds, counter-parties to contracts or agreements providing for the indemnification by and of the Debtors, or the Liquidating Trust to the extent of available coverage. Without limiting the foregoing, nothing in the Plan shall limit any insured from obtaining coverage under any Insurance Policies or related agreements, *provided, however*, that other orders of the Bankruptcy Court, whether entered before or after the Effective Date, may limit insureds from obtaining the proceeds of such coverage for reasons other than the confirmation or consummation of the Plan.

8.10 No Discharge

Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan or the occurrence of the Effective Date will not discharge Claims against the Debtors. Without limiting the foregoing, no Holder of any Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or other Distribution from, or seek recourse against, any of the Estates, the Liquidating Trust, the Liquidating Trustee and/or their respective successors, assigns and/or property, except as expressly provided in the Plan.

8.11 Dissolution of the Committee

Upon the Effective Date, the Committee shall dissolve automatically, and its Professionals and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases, except with respect to (i) obligations arising under confidentiality agreements, which shall remain in full force and effect, (ii) applications for allowance and payment of Professional Claims, and (iii) any motions or other actions seeking enforcement or implementation of the provisions of the Plan or the Confirmation Order.

8.12 Dissolution of the Debtors

(a) Upon the Effective Date, the Liquidating Trustee shall have the power and authority to take all actions necessary to dissolve and wind down each of the Debtors and to withdraw each of the Debtors from all applicable states and jurisdictions, including the filing of certificates of dissolution or equivalent documents, as well as all necessary corporate and company documents, with the secretary of state of each Debtor's state of incorporation or formation or in any appropriate jurisdiction.

(b) Pursuant to Section 13.21 of the Stalking Horse APA, within the first to occur of (i) December 31, 2025, or (ii) ten (10) days after the Effective Date, the Debtors are required to change their names to generic names which do not include the words or letters "AmplifyBio" or "ADOC" or anything substantially close to those names. Accordingly, the Debtors' case caption shall be changed to the following on or before the date that is ten (10) days from the Effective Date:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Chapter 11
	)	
	)	Case No. 25-52140
AB Liquidation, LLC, *et al.,*[1]	)	
	)	Judge Mina Nami Khorrami
Debtors.	)	

) (Jointly Administered)
)
)
)
)
)

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: AB Liquidation, LLC (1671); and AD Liquidation, LLC (3792).

8.13 Corporate Approvals; Further Transactions

(a) The entry of the Confirmation Order shall constitute authorization for the Debtors or the Liquidating Trustee, as applicable, to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on, and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act, or action.

(b) The Debtors or the Liquidating Trustee, as applicable, are authorized to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and to take such actions as may be necessary or appropriate to effectuate and further evidence the Plan and its terms.

(c) On the Effective Date, the certificates of incorporation, bylaws, operating agreement, and articles of organization, as applicable, of the Debtors shall be deemed amended to the extent necessary to carry out the provisions of the Plan.

(d) Effective as of the Effective Date, all directors, managers, members, and officers of the Debtors shall be deemed to have resigned, solely in their capacities as such, and all such appointments rescinded for all purposes, without any necessity of taking any further action in connection therewith.

(e) From and after the Effective Date, the Liquidating Trustee shall be the sole representative of the Estates and successor to the Debtors and to the Committee for all purposes. The Liquidating Trustee shall have all rights and powers of a trustee under the Bankruptcy Code.

(f) Notwithstanding anything to the contrary herein, solely for purposes of applications for allowance and payment of Professional Claims incurred prior to the Effective Date, Ms. Kasey Rosado, the Chief Restructuring Officer of the Debtors, shall serve as the exclusive representative of the Debtors and the Estates.

8.14 Direction to Parties

From and after the Effective Date, the Liquidating Trustee may apply to the Bankruptcy Court for an Order directing any necessary party to execute or deliver or to join in the execution of delivery of any instruments required to effect a transfer of property contemplated by or the Plan,

and to perform any other act that is necessary for the consummation of the Plan, pursuant to section 1142(b) of the Bankruptcy Code.

ARTICLE IX

CERTAIN PROVISIONS REGARDING THE LIQUIDATING TRUST

9.1 Liquidating Trust

(a) **Establishment of the Liquidating Trust**

(i) The Liquidating Trust shall be established and effective as of the Effective Date. to liquidate and distribute the Liquidating Trust Assets for the benefit of all Holders of Allowed Claims and to wind-down these Chapter 11 Cases.

(ii) The Debtors and Liquidating Trustee shall execute the Liquidating Trust Agreement on or prior to the Effective Date, and shall take all other necessary steps to establish the Liquidating Trust. The Liquidating Trust Agreement shall be included and Filed with the Plan Supplement.

(iii) The purpose of the Liquidating Trust is to liquidate and distribute all of the Liquidating Trust Assets for the benefit of the Holders of Claims entitled to Distributions in accordance with the terms of the Plan, with no objective to continue or engage in the conduct of a trade or business.

(iv) The Liquidating Trust shall operate in accordance with the Plan and the Liquidating Trust Agreement, which may provide powers, duties and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the Liquidating Trust as a "liquidating trust" for United States federal income tax purposes.

(b) **Oversight Committee**

The Liquidating Trust Agreement shall provide for an oversight committee (the "**Oversight Committee**"), which shall be comprised of three (3) members selected by the Committee as of the Effective Date. The Oversight Committee shall oversee and approve the decisions of the Liquidating Trustee regarding certain material matters of the Liquidating Trust as set forth in the Liquidating Trust Agreement. In the event of a tie vote by the Oversight Committee, the Liquidating Trustee shall be entitled to cast the tie-breaking vote.

(c) **Duration of the Liquidating Trust**

The Liquidating Trust shall have an initial term of five years; *provided, however,* that, if warranted by the facts and circumstances, then the Liquidating Trustee shall be authorized to extend the Liquidating Trust based on the procedures set forth in the Liquidating Trust Agreement. The Liquidating Trust may be terminated earlier than its scheduled termination if the Liquidating Trustee has administered all the Liquidating Trust Assets and performed all other duties required

by the Plan and the Liquidating Trust Agreement. As soon as practicable after the final Distribution, the Liquidating Trustee shall seek entry of a Final Order closing the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code.

(d) **Books and Records**

The Liquidating Trust shall be provided with originals or copies (including electronic copies) of or access to all documents and business records of the Debtors necessary for the disposition of Liquidating Trust Assets (including the exercise of the Liquidating Trust's rights with respect to all Retained Causes of Action), the winding down of the Debtors, and the review, reconciliation, and objection to Claims, which books, records and information shall include data and information ordinary and customarily available pursuant to section 542 of the Bankruptcy Code or pursuant to any contract or right held by the Debtors, including the Debtors' contractual rights under the Stalking Horse APA. Any obligation of Battelle to provide the Liquidating Trust with documents, business records, books, records, papers, or other information pursuant to the foregoing sentence shall be subject to the same limitations applicable to Battelle's obligation to provide documents, business records, books, records, papers, or other information to the Debtors pursuant to the Stalking Horse APA.

(e) **Preservation of Privilege and Defenses**

The transfer to and vesting in the Liquidating Trust of the books and records of the Debtors, or any other Liquidating Trust Assets, on the Effective Date shall not effect a waiver of any defense, privilege, or protection of the Debtors, and upon such transfer, subject to applicable bankruptcy and non-bankruptcy Law, the Liquidating Trust, acting by and through the Liquidating Trustee, shall hold all rights with respect to any such privileges on behalf or in lieu of the Debtors, including the right to waive privileges in its sole and absolute discretion.

(f) **Trust Expenses**

(i) From and after the Effective Date, the Liquidating Trust shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Liquidating Trust Expenses. The Liquidating Trust Expenses shall be payable solely from Liquidating Trust Assets in accordance with the Plan and the Liquidating Trust Agreement. The Liquidating Trustee may, but shall not be obligated to, physically segregate and maintain separate accounts or sub-accounts for Liquidating Trust Expenses. Reserves may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidating Trustee to determine reserves and amounts to be paid to Holders of Allowed Claims. For the avoidance of doubt, the Liquidating Trust shall pay or reserve for all Liquidating Trust Expenses before a Distribution may be made from Liquidating Trust Assets.

(ii) The Liquidating Trust may retain and reasonably compensate any Professionals or Non-Professionals (each as defined in the Liquidating Trust Agreement) to assist in the Liquidating Trustee's duties on such terms as the Liquidating Trustee deems appropriate without Bankruptcy Court approval, subject only to the provisions of the Trust Agreement. The Liquidating Trust may retain any Professional, including any professional who represented parties in interest, including the Debtors or the Committee, in the Chapter 11 Cases. All fees and expenses

incurred in connection with the foregoing shall be Liquidating Trust Expenses payable from the Liquidating Trust Assets, subject to the terms of the Liquidating Trust Agreement.

(g) **Liquidating Trust Interests and Distribution Rights**

Any interest of any Creditors in the Liquidating Trust, and any right to receive a Distribution from the Liquidating Trust, shall not be evidenced by any certificate, security, receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee. Further, any such interests, and any right to receive a Distribution from the Liquidating Trust, shall be nontransferable and non-assignable except by will, intestate, succession, or operation of Law. Any interest of a Creditor in the Liquidating Trust, and any right to receive a distribution from the Liquidating Trust, shall not constitute "securities" and shall not be registered pursuant to the Securities Act or the Investment Company Act of 1940, as amended. If it is determined that such trust interests or rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code shall be deemed satisfied and such securities exempt from registration.

9.2 Liquidating Trustee

(a) **Appointment**

The initial Liquidating Trustee shall be selected by the Committee. The Liquidating Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The Liquidating Trustee will be identified, and terms of employment will be disclosed, in the Plan Supplement.

(b) **Term**

The Liquidating Trustee's term, including without limitation the term of any successor Liquidating Trustee, shall expire upon termination of the Liquidating Trust pursuant to the Plan or the Liquidating Trust Agreement.

(c) **Removal**

The removal of the Liquidating Trustee for "cause" shall be governed by the Liquidating Trust Agreement and shall be pursuant to a motion filed with the Bankruptcy Court and served upon (a) the Liquidating Trust and its counsel, (b) the United States Trustee (if not the movant) and (c) all other Entities that have formally requested notice pursuant to Bankruptcy Rule 2002. In connection with any such motion to remove the Liquidating Trustee, "cause" will include: (a) the Liquidating Trustee's willful failure to perform his, her or its material duties hereunder (including the undue prolongation of the duration of the Liquidating Trust and of distributions of the Liquidating Trust Assets to Beneficiaries) which is not remedied within 30 days of written notice; (b) the Liquidating Trustee's death; (c) the Liquidating Trustee's mental or physical incapacity that materially and adversely affects the Liquidating Trustee's ability to perform his, her or its duties under the Plan; (d) the Liquidating Trustee's commission of an act of fraud, theft or embezzlement, or a breach of fiduciary duty other than negligence, in connection with the Liquidating Trustee's duties under the Plan; (e) the Liquidating Trustee's conviction for the

commission of a felony with all appeals having been exhausted or appeal periods lapsed; *provided*, *however*, that no "cause" shall exist involving clause (a) above until the Liquidating Trustee first has failed to cure such failure within 30 days after having been given written notice of such failure. For purposes of the foregoing, no act or failure to act on the part of the Liquidating Trustee shall be considered "willful" unless it is done, or permitted to be done, by the Liquidating Trustee without reasonable belief that the Liquidating Trustee's action or omission was in the best interests of the Liquidating Trust Beneficiaries.

(d) **Powers and Duties**

The Liquidating Trustee will administer the Liquidating Trust and the Liquidating Trust Assets, and make Distributions to the Liquidating Trust Beneficiaries, in accordance with the Plan and the Liquidating Trust Agreement. In addition, the Liquidating Trustee shall, in accordance with the terms of the Plan, exercise all power and authority on behalf of the Debtors and the Estates and shall take all actions necessary to wind down the affairs of the Debtors consistent with the Plan and applicable non-bankruptcy law. The Liquidating Trustee shall be the exclusive representative of the Debtors' Estates and shall have the rights and powers set forth in the Liquidating Trust Agreement including, but not limited to, the rights and powers of a trustee under the Bankruptcy Code.

(e) **Limitation of Liability; Exculpation**

To the greatest extent permitted by law, the Liquidating Trust will provide for the exculpation and indemnity of the Liquidating Trustee as more fully set forth in the Liquidating Trust Agreement. Without limiting the foregoing, neither the Liquidating Trust nor the Liquidating Trustee, nor their respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents, and any of such Entity's successors and assigns, shall incur any liability by reason of any error of Law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or Liquidating Trust Agreement, other than for specific actions or omissions found by a Final Order of a court of competent jurisdiction to constitute the willful misconduct, gross negligence or actual fraud of such Entity (or solely in the case of the Liquidating Trustee, breach of fiduciary duty other than negligence) and to be the direct and primary cause of loss, liability, damage, or expense suffered.

ARTICLE X

CLAIMS RESOLUTIONS AND DISTRIBUTIONS

10.1 Claim Objections and Resolutions

(a) Except to the extent that any Claim is Allowed under the Plan, Confirmation Order or any Final Order, the Liquidating Trustee will have the authority to do any of the following with respect to any Claims or Interests on and after the Effective Date: (1) file, withdraw or litigate to judgment any objections to Claims; (2) settle or compromise any Disputed Claim, or otherwise determine any Claim to be Allowed, without any further notice to or action, order or approval by

the Bankruptcy Court; or (3) administer and adjust the Claims register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court. Any objection to Claims must be initiated prior to the Claims Objection Deadline. The Liquidating Trust shall succeed to any pending objections to Claims or adversary proceedings filed by the Debtors prior to the Effective Date and shall have and retain any and all rights and defenses the Debtors had immediately prior to the Effective Date with respect to any Disputed Claim.

(b) **Any Claim that is not a Scheduled Claim and for which a Proof of Claim has not been timely filed by the General Bar Date, or such other deadline applicable to such Claim as established by other Final Order, and for which such late filing has not been authorized by Final Order, shall be deemed Disallowed for all purposes under the Plan. The Liquidating Trustee shall file and serve a notice identifying any such Claims on or before the expiration of the Claims Objection Deadline, as such deadline may be extended from time to time by the Bankruptcy Court on motion of the Liquidating Trust.**

(c) All objections to Claims that are classified under the Plan must be Filed and served on or before the expiration of the Claims Objection Deadline, as such deadline may be extended from time to time by the Bankruptcy Court on motion of the Liquidating Trust.

(d) The Liquidating Trustee may request estimation or liquidation of any Disputed Claim, including during the litigation of any objection to such Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes of the Plan (including for purposes of Distributions), and the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate Distribution on such Claim.

(e) The Liquidating Trustee shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

(f) All WARN Act and related employment claims are Disputed Claims to be resolved in the WARN Act Adversary Proceeding. If the WARN Act and related employment claimants prevail in the WARN Act Adversary Proceeding, the WARN Act claims will be Allowed Claims to the extent determined by the Bankruptcy Court. Resolution of the WARN Act Adversary Proceeding will also determine whether and to what extent holders of WARN Act claims are entitled to Allowed Priority Claims for WARN Act claims and related employment claims to be under Class 2 Claims and/or holders of Allowed Class 4 General Unsecured Claims.

10.2 General Distribution Provisions

(a) The Liquidating Trust shall be solely responsible for making Distributions under the Plan after the Effective Date. Each Creditor receiving any Distribution from the Liquidating Trust shall be deemed to have ratified and become bound by the terms and conditions of the Liquidating Trust Agreement.

(b) Notwithstanding any other provision of the Plan to the contrary, no Distribution shall be made on account of any Claim or portion thereof that (i) has been previously satisfied after the Petition Date; (ii) is not a Scheduled Claim and for which the Proof of Claim includes Claims that are Disputed; or (iii) has been waived or released pursuant to an agreement or stipulation with the Holder of such Claim.

(c) In no event shall the aggregate value of all Distributions to or other property received or retained by any Creditor on account of any Allowed Claim exceed 100% of the underlying Allowed Claim.

(d) Unless otherwise expressly provided for herein or agreed in writing with the recipient, all Distributions on Allowed Claims shall be made in Cash by check drawn on a domestic bank or by electronic wire or ACH transfer from a domestic bank. The Distribution shall be sent, if not by wire or ACH, by first-class mail (or by other equivalent or superior means as determined by the Liquidating Trustee).

10.3 Distribution Reserves

(a) On the Effective Date and prior to making any Distributions, the Liquidating Trustee shall establish a reserve for Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims and Disputed Other Secured Claims (the "**Priority Reserve**") of Cash from the Liquidating Trust Assets as deemed reasonable by the Liquidating Trustee in its discretion, to hold in reserve for the full satisfaction of such Claims in accordance with the provisions of the Plan and the Liquidating Trust Agreement.

(b) Prior to making any Distributions to Holders of any General Unsecured Claims, the Liquidating Trustee shall establish or maintain a reserve for Disputed General Unsecured Claims, comprised of Cash from the Liquidating Trust Assets as deemed reasonable by the Liquidating Trustee in its discretion, to hold in reserve for Distributions to such Holders of General Unsecured Claims once such Disputed Claims become Allowed General Unsecured Claims (the "**GUC Reserve**").

(c) The Priority Reserve and GUC Reserve may be maintained as bookkeeping entries without the need for segregated physical accounts or otherwise.

10.4 Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall only be made on account of such Allowed Claim in accordance with the provisions of the Plan. On or as soon as reasonably practicable after the next Distribution Date after such Claim becomes Allowed, the Liquidating Trust shall provide to the Holder the Distribution (if any) to which such Holder is entitled under the Plan on account of such Claim as of the Effective Date, without any interest on account of such Claim.

10.5 Timing of Distributions

(a) Distributions on Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims shall be made on or as soon as reasonably practicable after the Effective Date and as permitted under the Plan.

(b) Except as may be otherwise expressly required by the Plan, Distributions on General Unsecured Claims shall be made by the Liquidating Trust in such amounts and at such periodic intervals as the Liquidating Trustee determines in its discretion to be prudent.

10.6 Delivery of Distributions

(a) Distributions on each Allowed Claim shall be made to Holders of record as of the Effective Date as set forth on the latest date of the following: (a) the address of payment set forth on the applicable Proof of Claim Filed by such Holder; (b) the address reflected in the Schedules (or general creditor matrix) if no Proof of Claim has been Filed; and (c) the address set forth in any written notices of address changes delivered to the Liquidating Trustee after the Effective Date.

(b) If any Distribution is returned to the Liquidating Trustee as undeliverable, the Liquidating Trustee may, but is under no obligation to, research any new address of a Holder and forward any Distribution to such new address. Notwithstanding anything to the contrary herein, the Liquidating Trustee may, at its discretion, withhold any further Distributions on any Allowed Claims of such Holder unless and until the Liquidating Trustee has been notified in writing of such Holder's then-current payment address. Nothing herein shall require the Liquidating Trustee to take any specific action to obtain the correct addressing information for any Holder.

(c) Undeliverable Distributions shall remain in the possession of the Liquidating Trust until the earlier of (i) such Distribution becoming deliverable or (ii) such Distribution becoming an Unclaimed Distribution.

10.7 Unclaimed Distributions

(a) Any Distribution that has been returned to the Liquidating Trust as undeliverable and remains undeliverable for the following 90 days (an "**Unclaimed Distribution**") shall thereafter be property of the Liquidating Trust available for all permissible purposes under the Plan and the Liquidating Trust Agreement, including Distribution on account of other Allowed Claims.

(b) Any Holder for which the Unclaimed Distribution was first made is deemed to have irrevocably waived and be forever barred from asserting any Claim for such Distribution against the Liquidating Trust, notwithstanding any federal, state or provincial escheat, unclaimed, or abandoned property Laws to the contrary.

(c) For the avoidance of doubt, in the event of multiple Distributions on Allowed Claims, a Holder shall remain entitled to subsequent Distributions even if an earlier Distribution has become an Unclaimed Distribution.

10.8 De Minimis Distributions

If any Distribution under the Plan to the Holder of an Allowed Claim would be less than $50.00, the Liquidating Trust may hold such Distribution until the time of a subsequent or final Distribution. If the final Distribution under the Plan to any Holder on account of all of its Allowed Claims would be less than $50.00, the Liquidating Trust may cancel such Distribution. Any cancelled Distributions pursuant to this Article 10.8 shall revert to the Liquidating Trust for all purposes, including Distributions to other Holders of Allowed Claims.

10.9 Limitations on Distributions

Except as otherwise agreed by the Liquidating Trustee, notwithstanding anything herein to the contrary in the Plan:

(a) No Distribution shall be made with respect to any Disputed Claim until such Claim becomes an Allowed Claim (as applicable).

(b) No Distribution shall be made to any Entity that holds both an Allowed Claim and a Disputed Claim until such Disputed Claim becomes an Allowed Claim.

(c) All Claims of any Entity alleged by the Liquidating Trustee to be a transferee of a transfer that may be avoided and recovered by an Avoidance Action brought by the Liquidating Trust are Disputed Claims.

10.10 Distribution Offsets

The Debtors or the Liquidating Trustee, as applicable, may offset against any Claim, including an Administrative Claim, and the Distributions to be made thereon under the Plan any and all of the Claims or Causes of Action of any nature that the Debtors or the Liquidating Trustee hold against the Holder of such Claim. Nothing contained in the Plan shall constitute a waiver or release by the Debtors or the Liquidating Trust of any rights in respect of legal and equitable objections, defenses, setoffs, or recoupment.

10.11 Claims Subject to Insurance

Except as may otherwise be agreed by the Liquidating Trustee, no Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to the Debtors' Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part of a Claim, the applicable portion of such Claim may be expunged without a objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

10.12 No Assumption of Liabilities by Battelle

Battelle is not assuming any Liabilities of the Debtors under the Stalking Horse APA, the Settlement Agreement, or under the Plan.

10.13 No Postpetition Interest

Unless otherwise expressly provided for herein, or by Final Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue, or be paid on, any Disputed Claim with respect to the period from the Effective Date to the date a final Distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

10.14 Compliance with Tax Requirements; Withholding

(a) Notwithstanding anything to the contrary in the Plan, the Liquidating Trust shall be entitled to deduct any federal, state or local withholding taxes from any Distributions made with respect to Allowed Claims, as appropriate. The Liquidating Trust shall be authorized to take all actions necessary to comply with applicable withholding and reporting requirements, including applying a portion of any Distribution of Cash to be made under the Plan to pay applicable withholding taxes. Any amounts so withheld will be deemed to have been distributed and received by the applicable recipient for all purposes of the Plan.

(b) Notwithstanding anything to the contrary in the Plan, each Holder of an Allowed Claim that has received a Distribution under the Plan shall have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any Governmental Unit, including income, withholding and other tax obligation, on account of such Distribution.

(c) For tax purposes, Distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date.

(d) The Liquidating Trust shall require each Holder of a Claim to provide (a) its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service on a Form W-9; and (b) a certification that the Holder is not a person or entity with whom it is illegal for a U.S. person to do business under Office of Foreign Assets Control ("*OFAC*") sanctions regulations and/or the list of Specially Designated Nationals and Blocked Persons (collectively, the "**Pre-Distribution Certifications**"). Pre-Distribution Certification forms will be mailed to the Distribution Address for each Holder prior to Distributions being made, and Holders shall have forty-five (45) days from the date of mailing to return the executed Pre-Distribution Certifications. Any Holder that fails to return the executed Pre-Distribution Certifications within such forty-five (45) day period shall be deemed to have forfeited its right to receive Distributions and shall be forever barred and enjoined from asserting any right to Distributions made prior to the Liquidating Trustee receiving its executed Pre-Distribution Certifications (such a Holder would only be entitled to a Pro Rata Share of remaining future Distributions, if any); provided, however, that the Liquidating Trustee may extend the deadline to return executed Pre-Distribution Certifications in his sole discretion. Any Distributions that are forfeited pursuant to this provision will be returned to the Liquidating Trustee and become property of the Liquidating Trust.

(e) The Liquidating Trust reserves the right to allocate and distribute all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and similar encumbrances.

10.15 Residual Assets

After final Distributions have been made in accordance with the terms of the Plan, the unrestricted Cash and Unclaimed Distributions remaining with the Liquidating Trust shall be remitted to a 501(c)(3) charity of the Liquidating Trustee's choice.

ARTICLE XI

EXCULPATION, RELEASES AND INJUNCTIONS

IMPORTANT INFORMATION REGARDING CERTAIN INJUNCTION, EXCULPATION, AND RELEASE PROVISIONS IN THE COMBINED DISCLOSURE STATEMENT AND PLAN. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

11.1 Exculpation

The Exculpated Parties will neither have nor incur any liability to any Entity for any Claims or Causes of Action for any act or omission occurring on or after the Petition Date and prior to or on the Effective Date in connection with, concerning or relating to the Chapter 11 Cases or the Plan, including any act or omission relating to (i) the commencement or administration of the Chapter 11 Cases, (ii) the negotiation or approval of any agreements or pleadings that were either filed with the Bankruptcy Court or otherwise relating to the Chapter 11 Cases, (iii) the formulating, negotiating, preparing, disseminating, implementing, administering, or effecting of the DIP Facility, the Asset Sales or the Plan, or (iv) soliciting or seeking confirmation of the Plan; *provided, however*, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order of the Bankruptcy Court or other court of competent jurisdiction to constitute gross negligence, bad faith or willful misconduct; provided, further, that the Exculpated Parties will each be entitled to rely upon the advice of counsel concerning their duties pursuant to, or in connection with, the above referenced documents, actions or inactions. Nothing herein shall exculpate or release the Liquidating Trustee or any Professionals of the Liquidating Trust with respect to any act or omission occurring after the Effective Date that would result in liability under the terms of the Liquidating Trust Agreement.

11.2 Releases

(a) ***Releases by the Debtors and the Committee.*** **For good and valuable consideration, each of the Debtors and the Committee (solely in its capacity as the Committee and not on behalf of its individual members) on behalf of themselves, their successors and assigns and the Debtors' Estates, acknowledge and agree that release provisions set forth in**

Section 10 of the Settlement Agreement are incorporated into the Plan by reference. Without limiting the foregoing, nothing herein shall alter in any way the releases contained in the Final Cash Collateral Order or Section 10 of the Settlement Agreement.

The release provisions in Section 10 of the Settlement Agreement are set forth below:

> **In consideration of the foregoing, and except for the obligations of Battelle and BSCI and the rights of the Debtors and the Committee set forth in this Agreement, effective upon receipt of the Payment in the Segregated Account in good and irrevocable funds (the "Effective Date"), the Debtors and the Committee (solely in its capacity as the Committee and not on behalf of its individual members) on behalf of themselves, their successors and assigns and the Debtors' estates (collectively, "Debtor and Committee Releasors"), hereby absolutely release and forever discharge and acquit Battelle, BSCI and Hercules and each of their respective successors, participants, and assigns, and their present and former and shareholders, affiliates, subsidiaries, divisions, predecessors, directors and officers (including such persons serving as directors of AmplifyBio at the designation of or as a representative of BSCI), attorneys, employees, and other representatives (all such parties being hereinafter referred to collectively as "Battelle Releasees") of and from any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever (individually, a "Debtor and Committee Released Claim" and collectively, "Debtor and Committee Released Claims") of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, direct or derivative, suspected or unsuspected, both at law and in equity, which includes without limitation, any claims concerning the Loan, the Loan Documents, the Prepetition Loan Obligations, the Post-Petition Interest Payment, the Support Services Payments, claims of control liability, alter ego or similar theory, breach of fiduciary duty, so-called "lender liability" claims or defenses, or any avoidance action that may otherwise exist under chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550 or 551 of the Bankruptcy Code, or any other applicable law seeking to recover any amounts paid to a Battelle Releasee, that any Debtor and Committee Releasor may now or hereafter own, hold, have, or claim to have against the Battelle Releasees, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever which arose or may have arisen at any time on or prior to the Effective Date, in respect of any and all dealings between Debtors and the Battelle Releasees or any other matter. The Debtor and Committee Releasors hereby absolutely, unconditionally and irrevocably covenant and agree that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Battelle Releasee on the basis of any claim released, remised and discharged pursuant to this Agreement. If any Debtor and Committee Releasor violates the**

foregoing covenant, then such Debtor or Committee Releasor shall pay, in addition to such other damages as any Battelle Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Battelle Releasee as a result of such violation.

(b) *Covenant Not to Sue by the Released Parties*. For good and valuable consideration, each of the Released Parties acknowledges and agrees that the "Covenant Not to Sue" provisions set forth in Section 10 of the Settlement Agreement are incorporated into the Plan by reference.

The "Covenant Not to Sue" provisions set forth in Section 10 of the Settlement Agreement are set forth below:

In consideration of the foregoing, and except for (i) any and all of the rights and claims of Battelle and BSCI (including, but not limited to, payments to Battelle and the treatment of the various claims of Battelle and BSCI) set forth in this Agreement, and (ii) any and all of the obligations of the Debtors and the Committee set forth in this Agreement, effective upon the Effective Date, Battelle and BSCI, on behalf of themselves, their respective successors, participants, and assigns, and their present and former and shareholders, affiliates, subsidiaries, divisions, predecessors, directors and officers (including such persons serving as directors of AmplifyBio at the designation of or as a representative of BSCI), attorneys, employees, and other representatives (collectively, "Battelle Promissors"), hereby absolutely, unconditionally and irrevocably covenant and agree that they will not sue or assert, pursue or file any claim not specifically preserved by this Agreement against (at law, in equity, in any regulatory proceeding or otherwise) the Debtors, the Committee (solely in its capacity as the Committee and not on behalf of its individual members), and each of their respective successors, assigns, attorneys, accountants, financial advisors, professionals, and the Debtors' estates (all such parties being hereinafter referred to collectively as "Debtor and Committee Promissees") with respect to any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever (individually, a "Promissor Claim" and collectively, "Promissor Claims") of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, direct or derivative, suspected or unsuspected, both at law and in equity, that any Battelle Promissor may now or hereafter own, hold, have, or claim to have against Debtor and Committee Promissees, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever which arose or may have arisen at any time on or prior to the Effective Date, in respect of any and all dealings between the Battelle Promissors and the Debtor and Committee Promissees related to the Bankruptcy Cases. If any Battelle Promissor violates

the foregoing covenant, then such Battelle Promissor shall pay, in addition to such other damages as any Debtor and Committee Promissee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Debtor and Committee Promissee as a result of such violation. The Battelle Promissors expressly reserve all rights, claims and defenses against all other persons and entities, including with respect to any matter related to the Bankruptcy Cases.

(c) ***RELEASES BY THIRD PARTIES.*** **Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties in facilitating this Plan and the payment of the Settlement Funds, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, on and after the Effective Date each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Released Party of and from any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever, of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, direct or derivative, suspected or unsuspected, both at law and in equity, which includes without limitation, any claims concerning the Loan, the Loan Documents, the Prepetition Loan Obligations, the Post-Petition Interest Payment, the Support Services Payments (each as defined in the Interim Order or Final Cash Collateral Order, as applicable), claims of control liability, alter ego or similar theory, breach of fiduciary duty, so-called "lender liability" claims or defenses, or any avoidance action that may otherwise exist under chapter 5 of the Bankruptcy Code, including sections 544, 547, 548, 549, 550 or 551 of the Bankruptcy Code, or any other applicable law seeking to recover any amounts paid to a Released Party, that such third party may now or hereafter own, hold, have, or claim to have against the Released Parties, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever which arose or may have arisen at any time on or prior to the Effective Date, in respect of any matter related to the Debtors (the "Third-Party Release"). Without limiting the foregoing, nothing herein shall alter in any way the releases contained in the Final Cash Collateral Order or in Section 10 of the Settlement Agreement.**

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim, Cause of Action, or liability that is subject to such Third-Party Release, of any kind whatsoever, against any of the Released Parties or their property.

11.3 Injunction

(a) **From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims or Interests that are satisfied, settled, resolved, released, extinguished, cancelled or terminated under the Plan or the Confirmation Order are permanently enjoined from taking any of the following actions against the Estates, the Released Parties, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, solely with respect to any such Claims or Interests to the fullest extent authorized or provided by the Bankruptcy Code: (i) commencing or continuing, in any manner or in any place, any action or proceeding of any kind (including without limitation any proceeding in a judicial, arbitral, administrative or other forum); (ii) enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree or order; (iii) creating, perfecting, or enforcing in any manner any Lien or encumbrance of any kind; and (iv) asserting any right of setoff, or any right of subrogation of any kind against any debt, liability, or obligation due to the Debtors, unless such right was formally asserted in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order or in a timely Filed Proof of Claim; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of the Plan or the Confirmation Order.**

(b) **Upon the entry of the Confirmation Order, all Holders of Claims and Interests, shall be enjoined from taking any actions to interfere with the implementation or substantial consummation of the Plan by the Debtors or the Liquidating Trustee to the fullest extent authorized or provided by the Bankruptcy Code.**

(c) **By accepting distributions pursuant to the Plan, each Holder of an Allowed Claim will be deemed to have specifically consented to the injunctions set forth in this Section to the fullest extent authorized or provided by the Bankruptcy Code**.

ARTICLE XII

CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING THE RISK FACTORS SET FORTH HEREIN. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THESE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE PLAN AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. FURTHER, THESE RISK FACTORS SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN AND ITS IMPLEMENTATION.

12.1 The Plan May Not Be Accepted

There can be no assurances that the requisite acceptances to confirm the Plan will be received, and the Debtors would then need to solicit acceptances to an alternative plan of liquidation, or otherwise be forced into liquidation under chapter 7 of the Bankruptcy Code. There can be no assurance that any such alternative plan or process would yield results similar to or as favorable to Holders of Allowed Claims as those proposed in the Plan.

12.2 The Plan May Not Be Confirmed

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Plan or find that the Disclosure Statement contains adequate information and otherwise complies with the Bankruptcy Code. Even if the Bankruptcy Court determined that the Plan, Disclosure Statement, and balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for confirmation had not been met, including but not limited to the requirements for cramdown under section 1129(b) of the Bankruptcy Code. Such events could materially delay any Distributions and/or increase the attendant administrative costs such that recoveries on Allowed Claims may be reduced. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Plan is not confirmed, it is unclear what Distributions would ultimately be received by Creditors with respect to their Claims in a subsequent plan or process.

12.3 The Plan May Require Modification

To the extent that the Bankruptcy Court finds that a different classification of Claims and Interests is required for the Plan to be confirmed, the Debtors may seek to (a) modify the Plan to provide for whatever classification might be required for confirmation and (b) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtors believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Plan only when a modification materially and adversely affects the treatment of the Claim or Interest of any Holder. To the extent that the Bankruptcy Court finds that the Plan does not satisfy the requirement that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less

favorable treatment of its Claim or Interest, the Bankruptcy Court could deny confirmation of the Plan. Issues of disputes relating to classification and/or treatment could result in a delay in the confirmation of the Plan and could increase the risk that the Plan will not be consummated.

12.4 The Plan May Not Be Consummated

The Plan provides for certain conditions that must be satisfied (or waived) prior to confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Plan, there can be no assurance that any or all of the conditions in the Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Plan will be confirmed by the Bankruptcy Court. Further, if the Plan is confirmed, there can be no assurance that the Plan will go effective.

12.5 Distributions Under the Plan May Be Inconsistent With Projections

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and of the funds that will be available for Distribution. The estimated amounts of Allowed Claims are based on certain assumptions with respect to a variety of factors, and there can be no assurance that the estimated Claim amounts set forth herein are correct. Further, the estimates of the funds available for Distribution may prove incorrect. The Liquidating Trust Assets that will serve as the source of funding for Distributions on General Unsecured Claims consist in substantial part of Retained Causes of Action. The Liquidating Trust must successfully prosecute the Retained Causes of Action, whether to a litigated verdict or to settlement, in order to fund Distributions, and the cost of such litigation, and the amount and timing of recoveries from any such litigation, is inherently subject to substantial uncertainty. Accordingly, both the actual amount of Allowed Claims in a particular Class and the funds available for Distribution to such Class may materially differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for Distribution to such Class are lower than the Debtors' estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected. **For the avoidance of doubt, the amount and timing of any Distributions under the Plan on General Unsecured Claims will depend on the outcome of litigation of the Retained Causes of Action.**

Resolution of the WARN Act Adversary Proceeding will determine the Classification, extent of Allowance of the WARN Act claims and any related employment claims, including those arising under state law and entitled to priority under § 507(a)(4) of the Bankruptcy Code. Absent a settlement, the WARN Act Adversary Proceeding will be litigated before the Bankruptcy Court, so the date and outcome of any resolution remain unknown. Non-debtor parties may also be liable in the WARN Act Adversary Proceeding which may mitigate AmplifyBio's liability, if any, to the WARN Act and related employment claimants. Until such time as this litigation is fully and finally resolved, the Debtors are unable to determine when or whether distributions can be made to holders of Allowed Class 2 and Allowed Class 4 Claims.

12.6 The Liquidating Trust Assets May Not Be Sufficient

There is no assurance that the Liquidating Trust Assets will be sufficient, or will provide sufficient liquidity, to fund the Liquidating Trust's expenses to administer and monetize the

Liquidating Trust Assets or to wind down the Debtors as provided for under the Plan. Accordingly, there is no assurance that the Liquidating Trust will make any Distributions to the Liquidating Trust Beneficiaries, or the amount or the timing on which such Distributions may be made.

12.7 Risks Associated with Forward Looking Statements

The financial information contained in the Plan has not been audited. In preparing the Plan, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in the Plan, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

12.8 The Plan May Result in Adverse Tax Consequences

There are a number of material tax considerations for any Holder in evaluating the Plan, and many of these tax considerations present potentially material risks. The discussion herein of any tax consequences is not tax advice. It is provided for informational purposes only and, due to lack of definitive judicial or administrative authority or interpretation, is subject to substantial uncertainties.

No opinion of counsel has been sought or obtained with respect to any tax considerations or tax consequences of the Plan, and no tax opinion is being given in the Plan. No rulings or determinations of the IRS or any other tax authorities have been obtained or sought with respect to any tax consequences of the Plan, and the discussion below is not binding upon the IRS or any other authorities. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

Any Holder may be liable for taxes on Distributions and may be deemed to have received Distributions without having received any Distribution in Cash. The tax treatment of Holders of Claims and the character, amount and timing of income, gain, or loss recognized as a consequence of the Plan can vary depending on multiple factors, including but not limited to the following: (i) whether the Claim or portion thereof constitutes a Claim for principal or interest; (ii) the type of consideration, if any, received by the Holder in exchange for the Claim, and whether the Holder receives Distributions under the Plan in more than one tax year; (iii) whether the Holder is a citizen or resident of the United States for tax purposes, is otherwise subject to U.S. federal income tax on a net basis, or falls into any special class of taxpayers, such as those that are excluded from this discussion as noted above; (iv) the manner in which the Holder acquired the Claim; (v) the length of time that the Claim has been held; (vi) whether the Claim was acquired at a discount; (vii) whether the Holder has taken a bad debt deduction or a worthless securities deduction (as applicable) with respect to the Claim or any portion thereof in the current or prior taxable years; (viii) whether the Holder has previously included in gross income accrued but unpaid interest with respect to the Claim; (ix) the method of tax accounting of the Holder; (x) whether the Claim is an installment obligation for U.S. federal income tax purposes; (xi) whether the Claim is considered a "security" for U.S. federal income tax purposes; and/or (xii) whether the "market discount" rules

apply to the Holder. Furthermore, it is possible that the Debtors may incur tax penalties or obligations that materially reduce Distributions to Holders of Allowed Claim. In particular, the Debtors, or the Liquidating Trust as applicable, may be required to recognize cancellation of debt income in connection with the Sales. While the Debtors may have sufficient tax attributes, including net operating losses, to avoid incurring a material cash liability, such result cannot be guaranteed at this time and may materially impact the outcome of the Plan for some or all Creditors.

The Debtors and the Committee believe that it would be prohibitively expensive, unduly burdensome, and an inefficient use of the assets of the Estates to obtain conclusive tax guidance on such questions at this time. The Debtors and Committee therefore urge each Holder of a Claim or Interest to consult its own tax advisor regarding the federal, state, and other tax consequences of the Plan.

In furtherance of the Plan: (a) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code to the creditors who are beneficiaries of the Liquidating Trust, consistent with the terms of the Plan; (b) the sole purpose of the Liquidating Trust shall be the liquidation and distribution of the Liquidating Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), including the resolution of Claims in accordance with the Plan, with no objective to continue or engage in the conduct of a trade or business; (c) all parties (including the Debtors and all beneficiaries of the Liquidating Trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the beneficiaries, as applicable, followed by the deemed transfer of such assets to the Liquidating Trust); (d) all parties shall report consistently with the valuation of the Liquidation Trust Assets transferred to the Liquidating Trust as determined by the Liquidating Trustee (or its designee); (e) the Liquidating Trustee shall be responsible for filing returns for the Liquidating Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a); and (f) the Liquidating Trustee shall annually send to each Holder of an interest in the Liquidating Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee may (x) timely elect to treat any disputed claims reserve as a "disputed ownership fund" governed by Treas. Reg. § 1.468B-9 (and make any appropriate elections), (y) file such tax returns (including the filing of a separate federal tax return for the "disputed ownership fund") and pay such taxes as may be required consistent with such treatment, and (z) to the extent permitted by applicable Law, report consistently with the foregoing for state and local income Tax purposes. If a "disputed ownership fund" election is made, all parties (including the Debtors, the beneficiaries of the Liquidating Trust, and the Liquidating Trustee) shall report for United States federal, state, and local income Tax purposes consistently with the foregoing.

The discussion of the U.S. federal income tax consequences herein is based on the U.S. Tax Code, Treasury Regulations promulgated and proposed thereunder, judicial decisions, and

administrative rulings and pronouncements of the IRS and other applicable authorities, all as in effect on the date hereof. Legislative, judicial, or administrative changes or interpretations enacted or promulgated in the future could alter or modify the analyses and considerations herein. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences to the Holders of Claims. Any such changes or interpretations may be retroactive and could significantly affect the U.S. federal income tax consequences for the Debtors, Liquidating Trust, Holders, and the Plan generally.

THIS DISCUSSION DOES NOT ADDRESS FOREIGN, STATE, OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (SUCH AS FOREIGN ENTITIES, NONRESIDENT ALIEN INDIVIDUALS, PASS-THROUGH ENTITIES SUCH AS PARTNERSHIPS AND HOLDERS THROUGH SUCH PASS-THROUGH ENTITIES, S- CORPORATIONS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, CERTAIN SECURITIES TRADERS, BROKER-DEALERS, AND TAX-EXEMPT ORGANIZATIONS). FURTHERMORE, ESTATE AND GIFT TAX ISSUES ARE NOT ADDRESSED HEREIN, AND TAX CONSEQUENCES RELATING TO THE ALTERNATIVE MINIMUM TAX ARE NOT DISCUSSED HEREIN.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN AND OF THE TRANSACTIONS DESCRIBED HEREIN.

ARTICLE XIII

CONFIRMATION AND VOTING PROCEDURES

13.1 Confirmation Procedures

(a) On September [__], 2025, the Bankruptcy Court entered the Interim Approval and Procedures Order [Docket No. ___] approving (i) on an interim basis, the Plan as a disclosure statement containing adequate information for solicitation purposes, and (ii) related solicitation and ballot tabulation procedures. The votes of all Creditors eligible to vote on the Plan are being solicited pursuant to the Interim Approval and Procedures Order.

(b) The Confirmation Hearing has been scheduled for **October 28, 2025 at 1:00 p.m. (prevailing Eastern Time)** to consider (a) final approval of the Plan as a disclosure statement containing adequate information pursuant to section 1125 of the Bankruptcy Code, and (ii) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be continued or adjourned from time to time by the Debtors without further notice,

except for an announcement of the adjourned date made at a hearing or by Filing a notice with the Bankruptcy Court.

(c) Any objection to the final approval of the Plan as a disclosure statement containing adequate information pursuant to section 1125 of the Bankruptcy Code, or confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, must be made in writing and Filed no later than **October 21, 2025 at 5:00 p.m. (prevailing Eastern Time)**. Any response or objection that is not timely Filed may not be considered by the Bankruptcy Court.

13.2 Confirmation Requirements

The Bankruptcy Court will confirm the Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Many of these requirements are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on the Plan, or do not vote to accept the Plan, but who will be bound by the provisions of the Plan if it is confirmed by the Bankruptcy Court. Among other requirements, the Bankruptcy Court must find that: (i) the Plan has classified Claims and Interests in a permissible manner; (ii) the Plan complies with the requirements of Chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. The Plan must also (a) be accepted by all Impaired Classes of Claims or Interests or, if rejected by an Impaired Class, the Plan must not "discriminate unfairly" against, and be "fair and equitable" with respect to, such Class; and (b) must be feasible.

13.3 Classification of Claims and Interests

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which, pursuant to section 1123(a)(1) of the Bankruptcy Code, need not be and have not been classified). In addition, under section 1122 of the Bankruptcy Code, all Claims or Interests in any Class must be substantially similar to the other Claims or Interests in such Class. The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors and the Committee believe that the Plan complies with such standards.

Any Class of Claims or Interests that does not contain, as of the date of commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed for voting purposes under Bankruptcy Rule 3018, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

13.4 Impaired or Unimpaired Status

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in section 1124 of the Bankruptcy Code) under a chapter 11 plan may vote to accept or reject such chapter 11 plan. Generally, a claim or interest is impaired under a

chapter 11 plan if the holder's legal, equitable or contractual rights are changed under such chapter 11 plan. In addition, if the holders of claims or interests in an impaired class do not receive or retain any property under a chapter 11 plan on account of such claims or interests, such impaired class is deemed to have rejected such chapter 11 plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such chapter 11 plan.

Under the Plan:

(a) Holders of Claims in Class 1 (Other Secured Claims) and Class 2 (Priority Non-Tax Claims) are Unimpaired and therefore are not eligible to vote.

(b) Holders of Claims are Impaired and eligible to vote on the Plan: Class 3 (Battelle Claims), and Class 4 (General Unsecured Claims).

(c) Holders of Claims in Class 5 (Intercompany Claims) and Class 6 (Interests) are Impaired, will not receive any Distribution under the Plan or retain any property on account of such Claims or Interests, and are therefore deemed to reject the Plan.

Any dispute as to whether any Claim or Interest is Impaired under the Plan shall be determined by the Bankruptcy Court shall on or before the Confirmation Date.

13.5 Acceptance; Cramdown

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan if it is accepted by at least one impaired voting class even if other impaired voting classes vote to reject it. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at a plan proponent's request, in a procedure commonly known as "cramdown," if the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan. *See* 11 U.S.C. § 1129(b).

(a) Unfair Discrimination

Under section 1129(b)(1) of the Bankruptcy Code, a plan does not "discriminate unfairly" if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair," and the Bankruptcy Code allows wide latitude for separately classifying and treating claims of the same priority based on, among other factors, the differing factual or legal nature or attributes of the claims or their holders.

In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). The Debtors and the Committee believe that the proposed treatment of all Classes of Claims and Interests under the Plan does not discriminate unfairly against any Class.

(b) **Fair and Equitable**

The "fair and equitable" test under section 1129(b)(1) and (2) of the Bankruptcy Code applies to classes of different priority and status, and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. To determine whether a plan is "fair and equitable," the Bankruptcy Code establishes tests for secured creditors, unsecured creditors and equity holders:

1. *Secured Claims*. A plan is "fair and equitable" with respect to a non-accepting class of secured creditors if either (i) each holder of an impaired secured claim retains its liens securing its secured claim and receives on account of its secured claim deferred cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim, or (iii) the property securing the claim is sold free and clear of liens, with such liens attaching to the proceeds of the sale and the treatment of such liens on proceeds is as provided in clauses (i) or (ii) above. *See* 11 U.S.C. § 1129(b)(2)(A).

2. *Unsecured Claims*. A plan is "fair and equitable" with respect to a non-accepting class of unsecured creditors if either: (i) the plan provides that each holder of a claim in such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) the holders of claims and equity interests that are junior to the claims of the dissenting class will not receive or retain any property under the plan. *See* 11 U.S.C. § 1129(b)(2)(B).

3. *Equity Interests*. A plan is "fair and equitable" with respect to a non-accepting class of equity interests if: (i) the plan provides that each holder of an interest in such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (ii) the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property. *See* 11 U.S.C. § 1129(b)(2)(C).

The Debtors and the Committee believe that Plan satisfies the "fair and equitable" requirement because, for each Impaired Class that has not accepted the Plan, there is no Class of equal priority receiving more favorable treatment and no Class that is junior to such dissenting Class that will receive or retain any property on account of the Claims or Interests in such Class.

13.6 Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a chapter 11 plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtors or any successor to the debtors (unless such liquidation or reorganization is proposed in the Plan). As the Debtors' principal assets have been liquidated pursuant to the Sale Order and the Plan provides for the vesting of all remaining assets in the Liquidating Trust with proceeds thereof to be distributed on account of Allowed Claims, for purposes of this test, the Debtors and the Committee have analyzed the ability of the Liquidating Trust to satisfy its obligations under the Plan. Based on their analysis, the Debtors and the Committee believe that the Liquidating Trust

will have sufficient assets to satisfy its obligations under the Plan and accomplish its purpose. Therefore, the Debtors and the Committee believe that the Plan satisfies the feasibility requirements of the Bankruptcy Code.

13.7 Best Interests

Even if a plan is accepted by all voting classes, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires that, if any holders of claims or interests that are impaired by a chapter 11 plan have not accepted it, the chapter 11 plan must provide such holders with no less of a recovery on the impaired claim or interest than would be provided in a liquidation under chapter 7 of the Bankruptcy Code. If the recovery on such impaired claim or interest is greater in a hypothetical chapter 7 liquidation than under the chapter 11 plan, then the chapter 11 plan is not in the best interests of such holders of impaired claims or interests.

Because the Plan is a liquidating plan, the Plan and a hypothetical chapter 7 liquidation can be expected to produce substantially similar proceeds. However, the Debtors and the Committee expect the Plan will produce better recoveries for creditors and impaired claims than a hypothetical chapter 7 liquidation because of the Settlement Terms and because of additional costs that would be incurred in a hypothetical chapter 7 liquidation. An analysis of recoveries, costs and recoveries under a Plan and a hypothetical chapter 7 liquidation will be filed with the Plan Supplement (the "**Liquidation Analysis**").

The Settlement Terms provide substantial value that benefits all impaired Creditors. In particular, Battelle is paying the Settlement Funds and agreeing to waive a Distribution under Plan relating to its general unsecured deficiency claims and releasing or making a covenant not sue against the Debtors. A hypothetical chapter 7 liquidation would not provide this additional value for creditors. This contributes initial funds and additional assets to the Liquidating Trust, reduces the potential claims pool, and avoids litigation costs, thereby increasing the potential of a successful liquidation effort and further distributions. A hypothetical chapter 7 liquidation would not provide this value for Impaired Creditors.

In addition, the costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Debtors and the Committee believe such costs would exceed the amount of expenses that would be incurred in implementing the Plan and winding up the affairs of the Debtors. Conversion also would likely delay the liquidation process and Distributions to Creditors.

Accordingly, the Debtors and the Committee believe that Holders of Allowed Claims will not receive less under the Plan than in a hypothetical chapter 7 liquidation, and therefore that the Plan complies with section 1129(a)(7) of the Bankruptcy Code.

13.8 Solicitation Packages

The Solicitation Packages will contain: (a) the Plan; (b) the Interim Approval and Procedures Order, excluding the exhibits annexed thereto; (c) the Combined Hearing Notice; (d) an

appropriate Ballot, including voting instructions to vote online through the E-Balloting procedure or by mail with a pre-addressed, postage prepaid return envelope; and (e) such other materials as the Bankruptcy Court may direct.

Holders of Claims and Interests in non-voting Classes that are deemed to either accept or reject the Plan will receive packages consisting of: (a) the notice of the hearing on the Plan; (b) a notice of such Holder's non-voting status; and (c) such other materials as the Bankruptcy Court may direct.

13.9 Acceptance or Rejection of the Plan

The rules and procedures governing eligibility to vote on the Plan, solicitation of votes, and submission of ballots are set forth in the Interim Approval and Procedures Order.

Classes that are Unimpaired are presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Classes that are Impaired and that will not receive a Distribution or retain any property under the Plan are presumed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code.

At least one Impaired Class that will receive a Distribution must vote to accept the Plan for it to be confirmed. Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if a majority in number and two-thirds in dollar amount of the Claims in such Class (excluding the votes of any insiders) has voted to accept the Plan.

The Debtors and the Committee recommend that all eligible Creditors vote to accept the Plan.

IF YOU ARE A CREDITOR ELIGIBLE TO VOTE ON THE PLAN, PLEASE COMPLETE AND PROMPTLY SUBMIT YOUR BALLOT THROUGH THE E-BALLOTING PORTAL ON THE CASE WEBSITE OR BY MAIL. IF YOU DID NOT RECEIVE A BALLOT, RECEIVED A DAMAGED BALLOT OR LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT THE BALLOTING AGENT VIA EMAIL AT AMPLIFYBIOINFO@EPIQGLOBAL.COM, TELEPHONE AT (888) 893-5743 (US & CANADA TOLL FREE) AND (503) 660-4986 (INTERNATIONAL), OR THROUGH THE CASE WEBSITE AT HTTPS://DM.EPIQ11.COM/AMPLIFYBIO.

13.10 Plan Amendment After Solicitation

The Plan is subject to amendment or modification as set forth herein and in accordance with the Bankruptcy Code. Such amendments or modifications could include reclassification of any Claim, and any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and thereby affect the voting required of such Class or Classes for approval of the Plan.

EXCEPT AS SET FORTH IN THE PLAN, UNLESS SUCH AMENDMENT OR MODIFICATION MATERIALLY AND ADVERSELY AFFECTS THE TREATMENT OF A

HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED CONSENT TO THE PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED A MEMBER.

ARTICLE XIV

CONDITIONS TO THE EFFECTIVE DATE

14.1 Conditions Precedent to Confirmation

The following are conditions precedent to confirmation of the Plan, each of which must be satisfied or waived in accordance with Section 14.5 below:

(a) The Plan, the proposed Confirmation Order, and documents in the Plan Supplement shall be in a form and substance reasonably acceptable to the Debtors, the Committee and Battelle.

(b) The Bankruptcy Court shall have entered a Final Order, in form and substance reasonably acceptable to the Debtors, the Committee, and Battelle, approving the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

(c) The Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably acceptable to the Debtors, the Committee and Battelle.

14.2 Conditions Precedent to the Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in accordance with Section 14.5 below:

(a) The Confirmation Order shall have become a Final Order and shall be in form and substance reasonably acceptable to the Debtors, the Committee, and Battelle; and

(b) The Liquidating Trustee shall have sufficient Cash or other resources to fund the Priority Reserve and the GUC Reserve in accordance with the Plan.

14.3 Establishing the Effective Date

(a) The Effective Date shall be the first business day after the date of satisfaction or waiver of all conditions to the Effective Date, or such later date as selected by the Debtors in consultation with the Committee.

(b) Within three days after the Effective Date, the Debtors shall File a notice of occurrence of the Effective Date, which notice shall identify the applicable deadlines for filing Proofs of Claim or requests on account of any Administrative Claim, Professional Claim, or Claim for any damages from the rejection of any Executory Contract or Unexpired Lease pursuant to the Plan.

14.4 Effect of Failure of Conditions

If the Effective Date has not occurred within 45 days after the Confirmation Date, unless extended by order of the Bankruptcy Court, the Plan shall be null and void in all respects and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against the Debtors; (b) constitute a waiver or release of any Cause of Action by the Debtors; (c) prejudice in any manner the rights of the Debtors, any Holders of a Claim or Holders of an Interest or any other Entity; or (d) constitute an admission, acknowledgment, offer or undertaking by the Debtors, the Committee, any Creditors, or any other Entity in any respect. In addition, the Debtors, the Committee, and all Holders of Claims against or Interests in the Debtors shall be restored to the status quo as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred.

14.5 Waiver of Conditions to Confirmation and Effective Date

Each of the conditions to the Effective Date may be waived, in whole or in part, upon agreement by the Debtors and the Committee, without notice or an Order of the Bankruptcy Court.

ARTICLE XV

RETENTION OF JURISDICTION

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, notwithstanding entry of the Confirmation Order, the occurrence of the Effective Date, or substantial consummation of the Plan, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases, the Plan and the Liquidating Trust to the fullest extent permitted by law, including among other things jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, or unsecured status of any Claim or Interest not otherwise Allowed under the Plan (other than personal injury or wrongful death Claims, unless agreed by the Holder), including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims;

(b) hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 327, 328, 330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code;

(c) hear and determine all matters with respect to the assumption or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable, including, if necessary, the nature or amount of any required cure or the liquidation or allowance of any Claims arising therefrom;

(d) hear and determine any matters arising in connection with or relating to the Liquidating Trust, including but not limited to matters relating to the interpretation, implementation or operation of the Liquidating Trust Agreement or the consummation of the transactions contemplated thereby;

(e) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases, the Retained Causes of Action, or the Plan;

(f) enforce, interpret, and determine any disputes arising in connection with any Retained Causes of Action against any current or former directors or officers and access to any Insurance Policies;

(g) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(h) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

(i) consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) enter such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Confirmation Order;

(k) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the implementation, consummation, or enforcement of the Plan or the Confirmation Order;

(l) enforce, interpret, and determine any disputes arising in connection with any stipulations, orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);

(m) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code; and

(n) enter orders closing any of the Chapter 11 Cases.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Injunctions or Stays

All injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or otherwise as of the Confirmation Date shall cease as of the Effective Date. From and after the Effective Date, all injunctions or stays contained in the Plan or the Confirmation

Order shall be in full force and effect in accordance with their terms. Nothing herein shall be otherwise deemed to modify, limit, amend or supersede any injunction granted in the Sale Order.

16.2 Amendments

The Debtors, with the written consent of the Committee, may amend or modify the Plan at any time prior to the entry of the Confirmation Order, or after entry of the Confirmation Order upon notice and a hearing, provided that the Plan, as amended or modified, satisfies all applicable Bankruptcy Code requirements for confirmation and for disclosure statement purposes and does not materially and adversely change the treatment of any Class. Any Holder of a Claim that has voted to accept the Plan shall be deemed to have accepted the Plan as amended or modified, if the proposed amendment or modification does not materially and adversely change the treatment of the Claim of such Holder, unless the Bankruptcy Court orders otherwise.

16.3 Severability

In the event that any provision of the Plan is determined to be invalid, void or unenforceable, such determination shall not limit or affect the enforceability and operative effect of any other provision of the Plan.

16.4 Notices

All notices, requests and demands to or upon the Liquidating Trustee or the Debtors, as applicable, to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as shall be set forth in the notice of occurrence of the Effective Date.

16.5 Creditor Noticing

After the Effective Date, any Entities or Persons that want to continue to receive notice in these Chapter 11 Cases must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided, however*, that the United States Trustee and Battelle shall be excused from this requirement and shall remain on the Bankruptcy Rule 2002 service list. The Liquidating Trustee is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to such Entities that have filed a renewed service request, the United States Trustee, and all parties directly affected by the relief sought in any filing.

16.6 Governing Law

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof.

16.7 Controlling Interpretation

The Plan shall control in the event of any inconsistency with the Plan Supplement, except to the extent that the Plan Supplement expressly states that a specific provision controls. The Confirmation Order shall control in the event of any inconsistency with the Plan, Plan Supplement, or any other agreement, exhibit or document.

16.8 Plan Supplement; Exhibits and Schedules

The Debtors shall file the Plan Supplement and such other agreements, exhibits or other documents as reasonably necessary or appropriate to effectuate and further evidence the Plan, no later than **September 30, 2025**. All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.

16.9 No Admissions

Notwithstanding anything herein to the contrary, except with respect to any Claim that is expressly Allowed under the Plan, nothing contained in the Plan shall be deemed as an admission or waiver by the Debtors or the Liquidating Trust with respect to the validity or amount of any Claim. No statement or provision contained herein, or the taking of any action by the Debtors or the Committee with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or the Estates.

16.10 Binding Effect; Successors and Assigns

The Plan shall be binding on the Debtors, the Estates, the Liquidating Trust and all Creditors from and after the Effective Date. The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Entity.

16.11 Immediate Effectiveness

The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable under the Bankruptcy Rules.

16.12 Final Decree

On or after the Effective Date, the Liquidating Trustee shall have the power and authority to file a motion with the Bankruptcy Court seeking the entry of a Final Decree closing any of the Chapter 11 Cases in accordance with section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

EXHIBIT A

GLOSSARY OF DEFINITIONS

As used herein, the following terms have the respective meanings in the Plan specified below, unless the context otherwise requires:

1. "**503(b)(9) Claim**" means any Claim under section 503(b)(9) of the Bankruptcy Code for the value of goods sold to any Debtor in the ordinary course of its business and received by such Debtor within 20 days before the Petition Date.

2. "**Administrative Claim Objection Deadline**" means the date that is 180 days after the later of the Administrative Claims Bar Date and any filing of any Administrative Claim (other than a Professional Claim) or filing of any request for payment of Administrative Claim, unless such objection deadline is extended by order of the Bankruptcy Court.

3. "**Administrative Claim**" means any Claim for actual and necessary costs and expenses of preserving the Estates under sections 503(b) or 507(a)(2) of the Bankruptcy Code, including without limitation any 503(b)(9) Claims, any fees or charges assessed against the Estates under section 1930 of Title 28 of the United States Code, and any Professional Claims.

4. "**Administrative Claims Bar Date**" means the date that is 30 days after the Effective Date.

5. "**Affiliate**" means "affiliate" as defined in section 101(2) of the Bankruptcy Code.

6. "**Allowed**" means: (a) a Claim that as of the Effective Date has been scheduled by the Debtors in their Schedules as other than disputed, contingent or unliquidated, which has not been superseded by a Filed proof of Claim and which scheduled Claim has not been amended; (b) a Claim that has been allowed by a Final Order; (c) a Claim that is allowed by the Liquidating Trustee; (d) a Claim that has been timely Filed by the applicable deadline and for which no objection has been filed by the Claim Objection Deadline; or (e) a Claim that is allowed pursuant to the terms of the Plan. Notwithstanding anything to the contrary in the Plan, a Disputed Claim shall not be deemed Allowed unless and until such objection has been resolved by agreement or by Final Order. For the avoidance of doubt, Claims or Interests allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed" hereunder.

7. "**Assets**" means all property, rights or other assets of any Debtor or its Estate of any kind or nature, whether existing as of the Effective Date or arising thereafter, whether tangible or intangible, including without limitation all of Causes of Action of such Debtor or Estate.

8. "**Asset Purchaser**" means Battelle.

9. "**Assumption Notice**" has the meaning ascribed in the Sale Order.

10. "**Avoidance Actions**" means any and all actual or potential claims and causes of action of the Debtors or the Estates arising under Chapter 5 of the Bankruptcy Code, including without limitation all claims, rights and causes of action arising under sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code (Avoidance Actions against Battelle, BSCI and Hercules were purchased Assets under the Stalking Horse APA).

11. "**Balloting Agent**" has the meaning ascribed in the *Motion of Debtors for Entry of an Order (I) Permitting a Combined Disclosure Statement and Plan and (II) Establishing Solicitation Procedures* [Docket No. 295]. On September [__], 2025, the Bankruptcy Court entered that certain *Order (A) Granting Approval for Debtors to File a Combined Disclosure Statement and Plan, (B) Granting Approval of Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan, (C) Scheduling a Combined Hearing on Final Approval of Adequacy of the Disclosure Statement and Confirmation of Plan, (D) Approving Form of Ballott and Solicitation Package, (E) Approving Notice Provisions, and (F) Granting Related Relief* [Docket No. __].

12. "**Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

13. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Ohio, Eastern Division.

14. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure and any Local Rules of the Bankruptcy Court, as amended from time to time.

15. "**Bar Date Order**" means the *Order Granting Motion of Debtors for Entry of an Order (I) Establishing Bar Date for Filing Proofs of Claim and (II) Approving Form and Notice Thereof* [Docket No. 201], entered by the Bankruptcy Court on July 24, 2025.

16. "**Bar Date**" or "**Bar Dates**" means the applicable deadline by which a Proof of Claim or request for payment of an Administrative Claim must be, or must have been, Filed, as established by order of the Bankruptcy Court, including the Bar Date Order and the Confirmation Order.

17. "**Battelle**" means Battelle Memorial Institute.

18. "**Battelle Claims**" means any General Unsecured Claim of Battelle.

19. "**BSCI**" means Battelle Services Company, Inc.

20. "**Case Website**" means the website relating to the Chapter 11 Cases that is maintained by the Claims Agent and accessible free of charge at https://dm.epiq11.com/amplifybio.

21. "**Cash**" means legal tender of the United States of America and cash equivalents, including bank deposits, immediately available or cleared checks, drafts, wire transfers and other similar forms of payment.

22. "**Carve Out**" has the meaning set forth in the Final Cash Collateral Order.

23. "**Causes of Action**" means all Avoidance Actions, all Claims, and all other claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims, whether in contract or in tort, whether arising under the Bankruptcy Code or other federal or state law, or based in equity, or pursuant to any other theory of law, including, but not limited to, under the Bankruptcy Code or securities law, whether direct, indirect, derivative, or otherwise, whether asserted or unasserted, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, and any and all commercial tort claims, in each case, whether arising before, on or after the Petition Date.

24. "**Chapter 11 Cases**" means the chapter 11 bankruptcy cases commenced on the Petition Date that are pending before the Bankruptcy Court and being jointly administered under the caption In re AmplifyBio, LLC, et al., Case No. 25-52140, Judge Mina Nami Khorrami.

25. "C**laim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

26. "**Claims Agent**" means Epiq Corporate Restructuring, LLC.

27. "**Claims Objection Deadline**" means the date that is the first business day that is at least 180 days after the Effective Date, as such date may be extended from time to time on motion by the Liquidating Trustee; *provided that* for Administrative Claims, such deadline shall be the Administrative Claim Objection Deadline.

28. "**Class**" means any group of substantially similar Claims or Interests and classified by the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

29. "**Combined Disclosure Statement and Plan**" has the meaning set forth in Article I of the Plan.

30. "**Committee**" means the Official Committee of Unsecured Creditors appointed by the United States Trustee in these Chapter 11 Cases on June 3, 2025 [Docket No. 62].

31. "**Confirmation Date**" means the date on which the Confirmation Order is entered by the Bankruptcy Court.

32. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court to consider (i) final approval of the Plan as providing adequate information pursuant to section 1125

of the Bankruptcy Code and (ii) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

33. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

34. "**Creditor**" means any Holder of a Claim against any Debtor.

35. "**Debtors**" means, collectively, the debtors and debtors in possession in these Chapter 11 Cases. A list of all Debtors is attached to the Plan as **Exhibit B**.

36. "**DIP Facility**" means the senior secured postpetition financing facility for the Debtors from Battelle.

37. "**Disallowed**" means any Claim or any portion thereof that (i) has been disallowed by a Final Order, (ii) is Scheduled as zero or as contingent, disputed or unliquidated and as to which no proof of claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely Filed under applicable law or the Plan, (iii) is not Scheduled and as to which no proof of claim has been timely Filed or has been deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order or otherwise deemed timely Filed under applicable law or the Plan, (iv) has been withdrawn by agreement of the Debtors and the Holder thereof or (v) has been withdrawn by the Holder thereof.

38. "**Disclosure Statement**" means the disclosure statement, as amended, supplemented or modified from time to time, that is embodied within this Plan and distributed in accordance with sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3017, Local Rule 3017-2 and other applicable law.

39. "**Disputed**" means any Claim or any portion thereof that (i) has not been Scheduled by the Debtors or has been Scheduled as unknown, contingent, unliquidated, disputed or at zero, whether or not such Claim is the subject of a proof of Claim, (ii) is the subject of a proof of Claim that differs in nature, amount or priority from the Schedules (except to the extent that the Plan Administrator elects, in its discretion, to treat the Claim asserted in such proof of Claim as an Allowed Claim) or (iii) is the subject of an objection interposed by the Claims Objection Deadline or such other time period fixed by the Bankruptcy Court, which has not been withdrawn or overruled by a Final Order; *provided, however*, that a Claim shall not be a Disputed Claim to the extent it becomes an Allowed Claim or Disallowed Claim.

40. "**Distribution Date**" means any day on which a Distribution is made pursuant to the Plan.

41. "**Distribution**" means any distribution of Cash or other property by the Debtors or the Liquidating Trust to a Creditor on account of an Allowed Claim pursuant to the Plan.

42. "**Effective Date**" means the date that the Plan comes into effect as established pursuant to Section 14.3 of the Plan.

43. "**Entity**" means an entity as defined in section 101(15) of the Bankruptcy Code.

44. "**Estates**" means the estates of the Debtors created upon the commencement of the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

45. "**Exculpated Parties**" means, collectively, and in each case in its capacity as such, (a) the Debtors; (b) the Committee and the Committee members; (c) directors, officers and limited liability company managers of the Debtors as of the Confirmation Date; and (d) any Professional of the Debtors or the Committee.

46. "**Executory Contract**" means any contract to which any Debtor is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

47. "**File,**" "**Filed,**" or "**Filing**" means, respectively, to file, filed, or filing a pleading or other document on the docket of the Chapter 11 Cases.

48. "**Final Cash Collateral Order**" means the *Final Order (I) Authorizing the Debtors to Utilize Cash Collateral; (II) Providing Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* on August 28, 2025 [Docket No. 289].

49. "**Final Order**" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, that has not been reversed, stayed, modified or amended and as to which the time to appeal, to petition for certiorari, or to move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending; *provided that* even if an appeal, petition for certiorari, or other proceedings for reargument or rehearing are timely filed, an Order will be deemed a Final Order if it provides that it is effective immediately upon entry on the Bankruptcy Court's docket and not subject to any stay notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062, and Rule 62 of the Federal Rules of Civil Procedure, and that no stay pending appeal has been obtained.

50. "**General Bar Date**" means August 25, 2025 at 11:59 p.m. (ET), as established by the Bar Date Order.

51. "**General Unsecured Claim**" means any Claim against any Debtor that is not an Administrative Claim, Priority Tax Claim, Secured Claim, Priority Non-Tax Claim, Intercompany Claim, or Interest. For the avoidance of doubt, all Battelle Claims and Claims of BSCI are General Unsecured Claims.

52. "**Governmental Bar Date**" means November 12, 2025 at 11:59 p.m. (prevailing Eastern Time), which is the deadline for Governmental Units to file proofs of claim on account of pre- petition Claims against any of the Debtors.

53. "**Governmental Unit**" shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

54. "**GUC Reserve**" has the meaning set forth in Section 10.3 of the Plan.

55. "**Hercules**" means Hercules Capital, Inc.

56. "**Holder**" means the beneficial holder of any Claim or Interest.

57. "**Impaired**" means, with respect to any Class, Claim or Equity Interest, "impaired" within the meaning of sections 1123 and 1124 of the Bankruptcy Code.

58. "**Impaired Class**" means any Class that is Impaired.

59. "**Insurance Policies**" means any and all insurance policies, insurance settlement agreements, coverage-in-place agreements, and other agreements, documents, or instruments providing or relating to coverage for liability, entered into by or issued to or for the benefit of, at any time, the Debtors, including without limitation any policies providing tail or runoff coverage and any policies providing coverage for liabilities relating to acts or omissions by any current or former directors or officers of the Debtors.

60. "**Intercompany Claim**" means any Claim held by a Debtor against another Debtor.

61. "**Interests**" means any share of common stock, preferred stock or other equity security (as such term is defined in section 101(16) of the Bankruptcy Code) or instrument evidencing an ownership interest in any Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in any Debtor that existed immediately prior to the Effective Date.

62. "**Interim Approval and Procedures Order**" has the meaning set forth in Article IV of the Plan.

63. "**Liabilities**" means any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction or agreement.

64. "**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code and, with respect to any property or asset, includes any mortgage, lien, pledge, charge, security interest,

or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

65. "**Liquidation Analysis**" has the meaning set forth in Section 13.7 of the Plan.

66. "**Liquidating Trust**" means the trust to be created on the Effective Date for the benefit of Holders of Allowed Claims.

67. "**Liquidating Trust Agreement**" means the agreement between the Debtors and the Liquidating Trustee, in a form as consented to by the Committee, as the same may be amended from time to time in accordance with its terms, filed as part of the Plan Supplement and approved pursuant to the Confirmation Order, providing for the administration of the Liquidating Trust and governing the Liquidating Trustee's rights and duties in administering the Liquidating Trust.

68. "**Liquidating Trust Assets**" means all property, rights or other assets of the Debtors and the Estates of any kind or nature, whether existing as of the Effective Date or arising thereafter, wherever located and whether tangible or intangible, including without limitation (a) all of the Debtors' Cash (including, without limitation, the Settlement Funds); (b) all Retained Causes of Action; (c) all rights of setoff, recoupment, and other defenses against Claims; (d) all of the Debtors' rights under the Stalking Horse APA and any other documents related to the Sale; (e) all of the Debtors' bank accounts (other than the Professional Fee Reserve account); (f) all documents, communications and information of the Debtors, without regard to whether such documents, communications and information are subject to the attorney-client privilege not transferred as part of the Sale; (g) all Assets; and (h) any other assets, and any proceeds realized or received from such assets, of the Debtors or their Estates that were not sold pursuant to the Sale Order, if any, existing immediately prior to the Effective Date.

69. "**Liquidating Trust Expenses**" means all reasonable and documented fees, expenses and costs incurred by the Liquidating Trustee in connection with carrying out the duties of the Liquidating Trust, including the maintenance or disposition of the Liquidating Trust Assets (including Liquidating Trustee fees, indemnity reserves, attorneys' fees, the fees of other professionals and other Entities retained by the Liquidating Trust, personnel-related expenses and any taxes imposed on the Liquidating Trust or in respect of the Liquidating Trust Assets) and any other expenses incurred in accordance with the Liquidating Trust Agreement.

70. "**Liquidating Trustee**" means the Person selected by the Committee to effectuate the provisions of the Plan and to be trustee of the Liquidating Trust after the Effective Date. The identity, role, and compensation of the Liquidating Trustee will be disclosed in the Plan Supplement.

71. "**Local Rules**" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Ohio.

72. "**Order**" means an order or judgment of the Bankruptcy Court as entered on the Docket.

73. "**Oversight Committee**" has the meaning set forth in Section 9.1(b) of the Plan.

74. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

75. "**Petition Date**" means May 16, 2025.

76. "**Plan Supplement**" means the documents, schedules, and any exhibits filed prior to the Confirmation Hearing, as amended, supplemented, or modified from time to time, including the form of the Liquidating Trust Agreement and the Liquidation Analysis.

77. "**Plan**" has the meaning set forth in Article I hereof.

78. "**Priority Non-Tax Claim**" means a Claim that is accorded priority in right of payment under section 507 of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

79. "**Priority Reserve**" has the meaning set forth in Section 10.3 of the Plan.

80. "**Priority Tax Claim**" means a Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

81. "**Pro Rata**" means, with respect to any Allowed Claim in any particular Class or other group of Claims, the ratio of the amount of such Allowed Claim to the aggregate amount of all Allowed Claims and all Disputed Claims in such Class or other group of Claims.

82. "**Professional Claims**" means all Claims under sections 330, 331, 503, or 1103 of the Bankruptcy Code for compensation and reimbursement of expenses by Professionals to the extent Allowed by the Bankruptcy Court.

83. "**Professional**" means any professional person employed in the Chapter 11 Cases pursuant to an Order of the Bankruptcy Court pursuant to section 327, 328 or 1103 of the Bankruptcy Code and to be compensated for services rendered pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code. The term "Professional" does not include any ordinary course professionals that were retained and compensated pursuant the *Order Authorizing Debtors to Retain, Employ, and Compensate Certain Professionals Utilized by Debtors in the Ordinary Course of Business* [Docket No. 144], entered by the Bankruptcy Court on June 26, 2025.

84. "**Professional Fee Reserve**" has the meaning set forth in Section 5.3(d) of the Plan.

85. "**Proof of Claim**" means a proof of Claim Filed with the Claims Agent pursuant to section 501 of the Bankruptcy Code or a proof of Interest Filed with the Claims Agent pursuant to Bankruptcy Rule 3007.

86. "**Rejection Notice**" has the meaning ascribed in the Sale Order.

87. "**Released Parties**" means each of Battelle, BSCI, and each of their respective successors, participants, and assigns, and their present and former and shareholders, affiliates, subsidiaries, divisions, predecessors, directors and officers (including such persons serving as directors of AmplifyBio at the designation of or as a representative of BSCI), attorneys, employees, and other representatives.

88. "**Releasing Parties**" means each Creditor affirmatively electing on their ballot to provide a release to the Released Parties.

89. "**Retained Causes of Action**" means all Causes of Action of the Debtors or the Estates existing as of the Effective Date, whether direct or derivative, whether known or unknown, in each case that are not expressly released under the Plan or Confirmation Order, including as identified in the Plan Supplement. For the avoidance of doubt, the Retained Causes of Action do not include any Causes of Action sold to Battelle under the Sale Order.

90. "**Sale Motion**" means the *Motion of Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Substantially All of Debtors' Assets, (B) Approving Stalking Horse Break-Up Fee, (C) Scheduling Auction and Hearing to Approve Sale of Substantially All of The Debtors' Assets, (D) Approving Form and Manner of Notices of Sale, Auction and Sale Hearing, (E) Approving Assumption and Assignment Procedures, and (F) Granting Related Relief; and (II)(A) Approving Sale of Substantially All of Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 89].

91. "**Sale Order**" means the *Order (A) Authorizing and Approving the Sale of Substantially All of Debtors Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 286].

92. "**Sale**" means the sale approved by the Sale Order.

93. "**Scheduled Claim**" means any Claim that is listed in the Schedules with a liquidated amount, and is not identified therein as being contingent or disputed, and for which no Proof of Claim has been Filed with the Claims Agent.

94. "**Schedules and Statements**" means, for each Debtor, the applicable *Schedule of Assets and Liabilities* and *Statement of Financial Affairs*, as first Filed on June 13, 2025, as amended on June 24, 2025, and as the same may be further amended from time to time.

95. "**Second Day Hearing**" has the meaning defined in Section 3.5 of the Plan.

96. "**Secured Claim**" means a Claim that is secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the Holder of such

Claim's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) or as Allowed pursuant to the Plan as a Secured Claim.

97. "**Senior Credit Facility**" means that certain Loan and Security Agreement dated December 27, 2022 (as thereafter amended, pursuant to which Hercules agreed to loan up to $50,000,000 to the Debtors, together with interest, costs, fees, and expenses. The Loan and Security Agreement and the other Loan Documents (as defined therein) were assigned by Hercules to Battelle on April 14, 2025.

98. "**Settlement**" has the meaning set forth in Section 3.5 of the Plan.

99. "**Settlement Funds**" has the meaning set forth in Section 3.5 of the Plan.

100. "**Settlement Motion**" has the meaning set forth in Section 3.5 of the Plan.

101. "**Settlement Terms**" has the meaning set forth in Section 3.5 of the Plan.

102. "**Statutory Fees**" has the meaning set forth in Section 5.4 of the Plan.

103. "**Solicitation Packages**" has the meaning set forth in Section 13.8 of the Plan.

104. "**Unclaimed Distribution**" has the meaning set forth in Section 10.7 of the Plan.

105. "**Unexpired Lease**" means any unexpired lease of commercial real property to which any Debtor is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

106. "**Unimpaired**" means, with respect to any Class, Claim or Equity Interest, not "impaired" within the meaning of sections 1123 and 1124 of the Bankruptcy Code.

107. "**United States Trustee**" means the Office of the United States Trustee for the District of Delaware.

108. "**Voting Deadline**" means October 14, 2025 at 5:00 p.m. (prevailing Eastern time), the date specified in the Interim Approval and Procedures Order or related Solicitation Materials approved by the Bankruptcy Court as the last date for Holders of Claims entitled to vote on this Plan to submit their ballots with respect to this Plan, as such date may be extended.

109. **"WARN Act Adversary Proceeding"** means Adversary Proceeding No. 2:25-ap-02026 filed in the Bankruptcy Court.

EXHIBIT B

LIST OF DEBTORS

AmplifyBio, LLC
ADOC SSF, LLC