

**This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.**

**IT IS SO ORDERED.**

**Dated: June 13, 2025**



*Mina Nami Khorrami*  
Mina Nami Khorrami  
United States Bankruptcy Judge

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

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In re:	) Chapter 11
	)
AMPLIFYBIO, LLC, <i>et al.</i> , <sup>1</sup>	) Case No. 25-52140
	)
	) Judge Mina Nami Khorrami
Debtors.	)
	) (Jointly Administered)

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**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  
[RELATED TO DOCKET NO. 55]**

*Upon the Motion of Debtors for Entry of an Order (I) Authorizing the Private Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests; and (II) Waiving the 14-Day Stay Imposed Under Bankruptcy Rule 6004(h); and (III) Granting*

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<sup>1</sup> 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). The corporate headquarters and the mailing address for the Debtors is 1425 NE Plain City-Georgesville Road, West Jefferson, Ohio 43162.

*Other Related Relief* (the “Motion”)<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned chapter 11 cases pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 6004, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 6004-1 and 9013-1 of the Local Rules of Court for the United States Bankruptcy Court for the Southern District of Ohio (the “Local Rules”), for entry of this order (this “Sale Order”) (a) approving that certain private sale by the Debtors of the Acquired Assets, as designated in that certain Purchase Agreement, attached hereto as Attachment 1 (as the same may be amended in accordance with the terms of this Sale Order and the terms thereof, the “Purchase Agreement”) between and among the Debtors and Pathfinder Oncology, Inc., or its assignee, nominee, or designee, as purchaser (“Purchaser”); (b) authorizing the sale (the “Sale”) of the Acquired Assets free and clear of all liens, claims, encumbrances, and interests, with such liens, claims, encumbrances, and interests to attach to the proceeds of the Sale as further provided herein; and the Bankruptcy Court having considered and previously entered an order setting an expedited hearing on this Motion; and the Bankruptcy Court having conducted a hearing to consider the Sale (the “Sale Hearing”), at which all interested parties were offered an opportunity to be heard with respect to the Sale; and the Bankruptcy Court having reviewed and considered (a) the Motion and the exhibits thereto; (b) the Purchase Agreement, whereby the Debtors have agreed, among other things, to sell the Acquired Assets to Purchaser, on the terms and conditions set forth in the Purchase Agreement and any ancillary or supplemental documents executed in connection therewith; and (c) the arguments of counsel made, and the evidence proffered and adduced, at the Sale Hearing; and due notice of the Motion and the form of this Sale Order having been provided; and it appearing that the relief

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement, as applicable.

granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest in the chapter 11 cases; and upon the record of the Sale Hearing and the chapter 11 cases; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue**. The Bankruptcy Court has jurisdiction to decide the Motion and approve the Sale pursuant to 28 U.S.C. §§ 157 and 1334, and reference from the United States District Court for the Southern District of Ohio. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the chapter 11 cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates**. The statutory and other legal predicates for the relief granted herein are sections 105 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007, and 9014, and Local Rules 6004-1 and 9013-1.

D. **Opportunity to Object**. A fair and reasonable opportunity to object to, and be heard with respect to, the Motion and the Sale has been given to all Persons entitled to notice.

E. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

F. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the Purchase Agreement, the Sale, and

for entering into the Purchase Agreement. The Debtors' entry into and performance under the Purchase Agreement: (i) constitutes a sound and reasonable exercise of the Debtors' business judgment; (ii) provides value to and is beneficial to the Debtors' estates; (iii) is in the best interests of the Debtors and their stakeholders; and (iv) is reasonable and appropriate under the circumstances. Business justifications for the Sale include, without limitation, the following: (a) the Purchase Agreement constitutes the highest and otherwise best offer received for the Acquired Assets; (b) the Purchase Agreement presents the best opportunity to maximize value and avoid decline and devaluation of the Acquired Assets; (c) unless the Sale is concluded expeditiously, as provided for pursuant to the Purchase Agreement, certain of the Acquired Assets may not be able to be used for their intended purpose; and (d) the value of the Debtors' estates will be maximized through the Sale of the Acquired Assets pursuant to the Purchase Agreement.

G. **Compliance with Bankruptcy Code.** The consummation of the transactions contemplated under the Purchase Agreement is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), and 363(m) thereof, and all of the applicable requirements of such sections have been complied with in respect of such transactions.

H. **Highest and Otherwise Best Value.** The offer received for the Acquired Assets was the highest or otherwise best value for the Acquired Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result. The sale process, including the private sale to Purchaser described in the Motion, was non-collusive, and the Motion was duly noticed, and parties in interest were provided a full, fair, and reasonable opportunity to object to or otherwise oppose the Sale.

I. **No Better Alternative.** The Debtors' determination that the Purchase Agreement constitutes the highest and otherwise best offer for the Acquired Assets was a reasonable, valid, and sound exercise of the Debtors' business judgment. No other person or entity has offered to purchase the Acquired Assets for an amount that would give an opportunity for equal or greater value to the Debtors than the value provided by Purchaser pursuant to the Purchase Agreement. Execution of the Sale is the best alternative available to the Debtors to maximize the return to their creditors.

J. **No Sub Rosa Plan.** The sale and assignment of the Acquired Assets outside of a chapter 11 plan pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of any chapter 11 plan of the Debtors. Neither the Purchase Agreement nor the Sale contemplated thereby constitutes a *de facto* or *sub rosa* chapter 11 plan.

K. **Fair Consideration.** The consideration to be paid by Purchaser under the Purchase Agreement constitutes fair and reasonable consideration for the Acquired Assets.

L. **Good Faith.** The Purchase Agreement, and each of the transactions contemplated therein, was negotiated, proposed, and entered into by the Debtors and Purchaser in good faith, without collusion, and from arm's-length bargaining positions. Purchaser is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Neither Purchaser nor the Debtors have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. Neither Purchaser nor the Debtors are entering into the Purchase Agreement, or proposing to consummate the

Sale, fraudulently or for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

M. **Notice.** As evidenced by the affidavits of service filed with the Bankruptcy Court: (i) proper, timely, adequate, and sufficient notice of the Motion, the sale process, the Sale Hearing, the Sale, and the proposed Sale Order was provided by the Debtors to all interested parties; (ii) such notice was good, sufficient, and appropriate under the particular circumstances, sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007, and 9014, Local Rules 9013-1 and the procedural due process requirements of the United States Constitution; and (iii) no other or further notice of the Motion, the Sale, the Sale Hearing, or this Sale Order is required.

N. **Satisfaction of Section 363(f) Standards.** Except as expressly set forth in the Purchase Agreement or this Sale Order, the Debtors may sell the Acquired Assets pursuant to the Purchase Agreement free and clear of all Liens, claims (including, without limitation, those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or against the Acquired Assets, including, without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics’, materialmens’ and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupments, rights of recovery, claims for reimbursement, contribution, indemnity, any debts arising under or out of, in connection with, or in any way relating to, without limitation, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability

claims, any and all claims arising under state or federal antitrust laws, environmental liabilities (to the greatest extent allowed by applicable law), employee pension or benefit plan claims, multiemployer benefit plan claims, workers' compensation claims, retiree healthcare or life insurance claims or claims for taxes of or against the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof), whether arising prior to or subsequent to the commencement of the chapter 11 cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Acquired Assets, the operation of the Debtors' business before the Closing, or the transfer of the Debtors' interests in the Acquired Assets to Purchaser (the foregoing, collectively, "Liens-Claims-Encumbrances-Interests"), and all liabilities, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens-Claims-Encumbrances-Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens-Claims-Encumbrances-Interests who did object that have an interest in the Acquired Assets fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Liens-Claims-Encumbrances-Interests that constitute interests in the Acquired Assets attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of

priority and with the same extent, validity, force, and effect that such holders had prior to consummation of the Sale, subject to any rights, claims, and defenses that the Debtors' estates and/or the Debtors, as applicable, may possess with respect thereto. All Persons having Liens-Claims-Encumbrances-Interests of any kind or nature whatsoever against the Debtors or the Acquired Assets shall be forever prohibited, barred, and estopped from pursuing or asserting such Liens-Claims-Encumbrances-Interests against Purchaser or any of its assets, property, affiliates, successors, assigns, or the Acquired Assets.

O. **No Obligation Regarding Liabilities.** Purchaser has not agreed to assume and shall have no obligation with respect to any Liens-Claims-Encumbrances-Interests. Purchaser (i) shall have no obligations with respect to any liabilities and (ii) shall acquire all of the Acquired Assets free and clear of the Liens-Claims-Encumbrances-Interests.

P. **Consideration.** Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors, if the sale of the Acquired Assets was not free and clear of all Liens-Claims-Encumbrances-Interests, or if Purchaser would, or in the future could, be liable for any such Liens-Claims-Encumbrances-Interests. The total consideration to be provided under the Purchase Agreement reflects Purchaser's reliance on this Sale Order to provide it with title to and possession of the Acquired Assets free and clear of all Liens-Claims-Encumbrances-Interests.

Q. **Validity of Transfer.** The transfer of the Acquired Assets to Purchaser in accordance with the Purchase Agreement will be a legal, valid, and effective transfer of the Acquired Assets, and will vest Purchaser with all right, title, and interest of the Debtors in respect of the Acquired Assets, free and clear of all Liens-Claims-Encumbrances. The consummation of

the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f) and 363(m) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

R. **Corporate Authorization.** The Debtors (i) have full corporate power and authority to execute the Purchase Agreement, and all other documents contemplated and required thereby, and the Sale has been duly and validly authorized by all necessary corporate action of the Debtors; (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated and required by the Purchase Agreement; and (iii) upon entry of this Sale Order, other than any consents identified in the Purchase Agreement (including, without limitation, with respect to antitrust or other regulatory matters), need no consent or approval from any other Person to consummate the Sale.

S. **Good Title.** The Acquired Assets constitute property of the Debtors' estates and good title is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

T. **Not Intended to Delay, Defraud.** The Purchase Agreement is a valid and lawful contract binding upon each of the signatories thereto and shall be enforceable pursuant to its terms. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession, or the District of Columbia. This Sale Order, the Purchase Agreement, and, upon Closing, the Sale, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) Purchaser, the Debtors, and any chapter 7 or chapter 11 trustee appointed in the chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

U. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. The sale of the Acquired Assets must be approved and consummated promptly to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtors and Purchaser intend to close the Sale as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Purchase Agreement. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated by this Sale Order.

V. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion, and at the Sale Hearing establish just cause for the relief granted herein.

**NOW THEREFORE, IT IS ORDERED THAT:**

1. **Motion Granted**. The Motion and the relief requested therein is granted and approved as set forth herein.

2. **Objections Overruled**. All objections to the Motion or the relief requested therein that have not been continued expressly by this Sale Order or withdrawn, waived, settled, or otherwise resolved herein are hereby overruled on the merits and with prejudice.

3. **Notice**. Notice of the Sale Hearing was fair and equitable under the circumstances.

4. **Power to Transfer Acquired Assets**. The Debtors, in transferring the Acquired Assets pursuant to this Sale Order and section 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under chapter 11 and will transfer such property pursuant to this Sale Order. The Debtors have full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, and no further consents or

approvals are required for the Debtors to consummate the transactions contemplated by the Purchase Agreement.

5. **Fair Purchase Price.** The consideration provided by Purchaser under the Purchase Agreement is fair and reasonable and constitutes: (a) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act; (b) fair consideration under the Uniform Fraudulent Conveyance Act; and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, or territory.

6. **Highest and Otherwise Best Offer.** The Sale of the Acquired Assets, the purchase price to be paid by Purchaser, the terms and conditions of the Purchase Agreement, and the transactions contemplated thereby and all of the terms and conditions thereof, are the highest and otherwise best offer for the Acquired Assets and hereby are authorized and approved in all respects.

7. **Approval of the Purchase Agreement.** The Purchase Agreement, including, without limitation, all transactions contemplated thereby and all of the terms and conditions thereof, is hereby approved in its entirety. The failure to specifically include or reference in this Sale Order any particular provisions of the Purchase Agreement, or any of the documents, agreements, or instruments related thereto and executed in connection therewith, shall not diminish or impair the effectiveness of such provisions, documents, agreements, or instruments, it being the intent of the Bankruptcy Court, the Debtors, and Purchaser that the Purchase Agreement, and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order prior to Closing.

8. **Consummation of Sale.** Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors, as well as their officers, employees, and agents, are authorized to execute, deliver, and

perform their obligations under and comply with the terms of the Purchase Agreement, and to consummate the Sale, including, without limitation, by taking any and all actions as may be reasonably necessary or desirable to implement the terms of the Purchase Agreement and each of the transactions contemplated thereby or to otherwise effectuate the relief granted pursuant to this Sale Order.

9. **Authorization.** The Debtors, their affiliates, and their respective officers, employees, and agents, are authorized to execute and deliver, and authorized to perform under, consummate, and implement all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and to take all further actions as may be reasonably (a) requested by Purchaser for the purpose of assigning, transferring, granting, conveying, and/or conferring to Purchaser the Acquired Assets, or (b) necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement, all without further order of the Bankruptcy Court.

10. **Transfer of Acquired Assets Free and Clear.** Pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets to Purchaser in accordance with the terms of the Purchase Agreement. Subject to the provisions of the Purchase Agreement and this Sale Order, the Acquired Assets shall be sold to Purchaser and such transfer shall: (a) be valid, legal, binding, and effective; (b) vest Purchaser with all right, title, and interest of any of the Debtors in the Acquired Assets; and (c) upon the Debtors' receipt of the Purchase Price, be free and clear of any Liens-Claims-Encumbrances-Interests in accordance with section 363(f) of the Bankruptcy Code. Any such Liens-Claims-Encumbrances-Interests shall attach to the proceeds of the Sale of the Acquired Assets in the same order of priority, and with the same extent, validity, force, and effect as existed with respect to the Acquired Assets prior to

the Sale and subject to any rights, claims, defenses, and counterclaims of the Debtors' estates and/or the Debtors to such Liens-Claims-Encumbrances-Interests.

11. **Claims After Closing.** Except as set forth in the Purchase Agreement and this Sale Order, all Persons (and their respective successors and assigns) holding Liens-Claims-Encumbrances-Interests against, on, or in any of the Debtors or all or any portion of the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), including, without limitation, debt holders, equity security holders, governmental, tax and regulatory authorities, governmental units, lenders, employees, former employees, pension plans, and trade creditors are hereby forever prohibited, barred, and estopped from asserting or pursuing such Liens-Claims-Encumbrances-Interests against Purchaser, its affiliates, successors or assigns, its property, or the Acquired Assets, including, without limitation, by taking any of the following actions: (a) commencing or continuing in any manner any action or other proceeding against Purchaser, its affiliates, successors or assigns, its assets, or its properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Purchaser, its affiliates, successors or assigns, its assets, or its properties; (c) creating, perfecting, or enforcing any claim against Purchaser, its affiliates, successors or assigns, its assets, or its properties; (d) asserting a claim as a setoff or right of subrogation of any kind against any obligation due Purchaser or its successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions approved, contemplated, or taken in respect thereof; *provided* that the foregoing shall not release any obligations assumed or established by Purchaser under the Purchase Agreement or this Sale Order,

including Purchaser's performance obligations under the Purchase Agreement and any and all post-Closing obligations.

12. **Self-Executing Order.** The provisions of this Sale Order authorizing the Sale of the Acquired Assets free and clear of Liens-Claims-Encumbrances-Interests shall be self-executing, and neither Purchaser nor the Debtors shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, or implement the foregoing provisions of this Sale Order; *provided, however*, that this paragraph shall not excuse such Persons from performing any and all of their respective obligations under this Sale Order or the Purchase Agreement, and the Debtors and Purchaser, and each of their respective directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or Purchaser deem necessary or appropriate to implement and effectuate the terms of the Purchase Agreement and this Sale Order.

13. **General Assignment; Effect of Binding Order.** This Sale Order and the Purchase Agreement (a) shall be effective as a determination that, as of the Closing, the conveyances and transfers described herein and the Purchase Agreement have been effectuated and (b) is and shall be binding upon and govern all acts of all Persons, including, without limitation, all holders of Liens-Claims-Encumbrances-Interests, governmental units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code), secretaries of state, federal, state, and local governmental agencies, federal, state, and local officials, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, licensing authorities, departments, and officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any

documents or instruments that reflect that Purchaser is the assignee and owner of the Acquired Assets free and clear of all Liens-Claims-Encumbrances-Interests, or who may be required to report or insure any title or state of title in or to any real property or lease; and each of the foregoing Persons is hereby authorized to accept for filing any and all of the documents and instruments reasonably necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement. This Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Acquired Assets and/or a bill of sale or assignment transferring indefeasible title and interest in the Acquired Assets to Purchaser on the terms set forth in the Purchase Agreement.

14. **No Express or Implied Licenses to Sellers' IP.** Nothing in this Sale Order shall be construed to grant an express or implied license for Purchaser and its Affiliates to in any way use or practice any intellectual property owned or controlled by Seller or its affiliates, including without limitation, any patents, know-how, trade secrets or any other proprietary information.

15. **DIP Obligations.** All liens securing claims held by Battelle Memorial Institute, as prepetition lender and as debtor in possession financing lender, shall attach to the Sale proceeds with the same validity, extent, and priority as existed prior to the Closing, and all parties reserve all rights in connection therewith. The proceeds of the Sale shall be deposited into the Debtors' separate account established to hold sale proceeds pending further order the Court.

16. **Good Faith Purchaser.** Purchaser is a good faith purchaser and is hereby granted and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code to a "good faith" purchaser, as part of the Sale of the Acquired Assets.

17. **Validity.** The reversal or modification of any provisions of this Sale Order shall not affect the validity of any transfer under the Purchase Agreement or obligation or right granted

pursuant to the terms of this Sale Order (unless stayed pending appeal), and, notwithstanding any such reversal or modification, the validity of any transfer under the Purchase Agreement or obligation or right granted pursuant to the terms of this Sale Order shall be governed in all respects by the original provisions of this Sale Order and the Purchase Agreement, as applicable.

18. **Purchaser's Use and Enjoyment.** On and after the Closing Date, Purchaser is entitled to possession of the Acquired Assets in possession of any Person. Following the Closing under the Purchase Agreement, no holder of any Liens-Claims-Encumbrances-Interests against the Acquired Assets shall have any basis to interfere with Purchaser's or its designee's use and enjoyment of the Acquired Assets based on or related to such Liens-Claims-Encumbrances-Interests, or any actions that the Debtors may take in the chapter 11 cases, and no Person may take any action to prevent, interfere with, or otherwise impair consummation of the transactions contemplated in or by the Purchase Agreement or this Sale Order.

19. **Authority to Assign, Lease, Sublease, License, Sublicense, Transfer, Otherwise Dispose.** In connection with the Closing, Purchaser is authorized, without further order of the Bankruptcy Court, to allocate or assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of the Acquired Assets, to any or multiple Persons (affiliated or unaffiliated) all or a portion of its rights, interests, or obligations under the Purchase Agreement. Upon any such assignment, the references in this Sale Order or the Purchase Agreement to Purchaser shall also apply to any such assignee.

20. **No Avoidance of Agreements.** Neither Purchaser nor the Debtors have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

21. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Sale Order shall be effective and enforceable immediately upon entry, and the fourteen (14)-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale and the Debtors and Purchaser intend to close the Sale as soon as practicable.

22. **Order Binds Successors**. The terms of this Sale Order and the Purchase Agreement shall be binding in all respects upon: (a) Purchaser and its successors and assigns; (b) the Debtors and their affiliates; (c) successors of the Debtors, including, without limitation, any trustee or examiner appointed in the chapter 11 cases or upon a conversion of the chapter 11 cases to proceedings under chapter 7 of the Bankruptcy Code; (d) all known and unknown creditors of, and holders of equity interests in, the Debtors, including, without limitation, any holders of Liens-Claims-Encumbrances-Interests; and (e) all other parties in interest in the chapter 11 cases and their successors and assigns (collectively, the “Bound Parties”). This Sale Order shall survive any dismissal of the chapter 11 cases. The provisions of this Sale Order and the terms and provisions of the Purchase Agreement, and any actions taken pursuant hereto or thereto as of the date of entry of such order shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors or converting the chapter 11 cases to chapter 7, and the terms and provisions of the Purchase Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Purchase Agreement shall continue in this or any superseding case and shall be binding upon the Bound Parties and their respective successors and permitted assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

23. **Conflict.** In the event that there is a conflict between the terms of this Sale Order and the terms of the Purchase Agreement, the terms of this Sale Order shall control.

24. **Modification of Purchase Agreement.** The Purchase Agreement, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto in a writing signed by the party against whom enforcement of any such modification, amendment, or supplement is sought, and in accordance with the terms thereof, without further order of the Bankruptcy Court but subject to the final version of the Purchase Agreement being filed in the chapter 11 cases if modified, amended, or supplemented in accordance with this provision.

25. **Conditions Precedent.** Notwithstanding anything to the contrary herein, none of the parties to the Purchase Agreement shall have an obligation to close the Sale until all conditions precedent in the Purchase Agreement to the parties' respective obligations to close the Sale have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

26. **Determination of Released Liens.** This Sale Order shall be effective as a determination that, on the Closing Date, all Liens-Claims-Encumbrances-Interests of any kind or nature whatsoever existing as to the Acquired Assets as of the Closing have been unconditionally terminated and have no further effect as to the Acquired Assets and the acquisition by Purchaser of such Acquired Assets shall be free and clear of all Liens-Claims-Encumbrances-Interests, with such Liens-Claims-Encumbrances-Interests to attach to the proceeds of the Sale in the same order of priority and with the same extent, validity, force, and effect as such Liens-Claims-Encumbrances-Interests in the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

27. **Calculation of Time.** All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. **Non-Severability.** The provisions of this Sale Order are non-severable and mutually dependent.

29. **Automatic Stay.** Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to deliver any notice provided for in the Purchase Agreement or any other Sale-related document or take any and all actions permitted under the Purchase Agreement or any other Sale-related document in accordance with the terms and conditions thereof. The automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement the preceding sentence.

30. **Sale Order Survives Dismissal.** In the event of the dismissal of one or more of the chapter 11 cases, the terms of this Sale Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code.

31. **Purchaser Is Party in Interest.** Purchaser is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Sale Order, the Sale, and any issues related to or otherwise connected to the Purchase Agreement and the Sale.

32. **Retention of Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction to, among other things, (a) interpret, enforce, and implement the terms and provisions of this Sale Order and the Purchase Agreement (including, without limitation, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith) and (b) adjudicate disputes related to this Sale Order and the Purchase Agreement (including, without limitation, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith).

**SO ORDERED.**

**Attachment 1**

Purchase Agreement

## **ASSET PURCHASE AGREEMENT**

THIS **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among **PATHFINDER ONCOLOGY, INC.**, a Delaware corporation (“**Purchaser**”), **AMPLIFYBIO, LLC**, a Delaware limited liability company, and **ADOC SSF, LLC**, a Delaware limited liability company (collectively, “**Sellers**” and each individually a “**Seller**”). The Purchaser and Sellers may be referred to as the “**Parties**” or individually as a “**Party**” to this Agreement.

### **WITNESSETH:**

**WHEREAS**, Sellers were engaged in the business of research and manufacturing focused on the development, characterization, and scalable manufacturing of advanced therapies, including cell and gene therapies, mRNA, and non-viral gene editing platforms (the “**Business**”);

**WHEREAS**, on May 16, 2025 (the “**Petition Date**”), Sellers commenced voluntary cases (collectively, the “**Bankruptcy Case**”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Ohio (the “**Bankruptcy Court**”); and

**WHEREAS**, Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, all of Sellers’ right, title and interest in and to the Acquired Assets (as hereinafter defined) upon the terms and conditions set forth in this Agreement and as authorized under Sections 105 and 363 of the Bankruptcy Code.

**NOW, THEREFORE**, in consideration of the above and the respective agreements hereinafter set forth, the Parties agree as follows:

### **SECTION 1.** **DEFINITIONS**

The following terms have the meanings specified or referred to in this Section 1:

“**Bankruptcy Code**” means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

“**Governmental Authority**” means any government or political subdivision or regulatory authority, whether federal, state, local or foreign, or any agency, commission, bureau, department, authority, court, arbitration tribunal or instrumentality of any such government or political subdivision or regulatory authority, or any non-governmental or quasi-governmental self-regulatory agency.

“**Person**” means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity, or any division of such Person.

“**Sale Order**” means an order of the Bankruptcy Court that, among other things, (a) approves, pursuant to Sections 105 and 363 of the Bankruptcy Code, this Agreement and the sale transaction contemplated hereby free and clear of all liens, claims, and other encumbrances to the fullest extent permissible under Section 363(f) of the Bankruptcy Code; (b) authorizes Sellers to perform all their obligations under this Agreement; and (c) finds that Purchaser is a “good faith” purchaser within the meaning of Section 363(m) of the Bankruptcy Code and grants Purchaser the full protections provided thereby, which order shall be in form and substance acceptable to Purchaser.

“**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use,

withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

## **SECTION 2.**

### **SALE AND PURCHASE OF ASSETS, CLOSING, CONSIDERATION**

Section 2.1 **Sale and Purchase.** On the terms and subject to the conditions of this Agreement, Sellers hereby sell, convey, assign, deliver, and transfer to Purchaser, and Purchaser hereby purchases from Sellers, free and clear of all liens, claims, and other encumbrances, all of Sellers' right, title, and interest in, to, and under the assets identified on **Schedule 2.1** attached hereto (collectively the "***Acquired Assets***").

Section 2.2 **No Assumption of Sellers' Liabilities.** Purchaser is not assuming any liabilities of Sellers in connection with the transactions contemplated by this Agreement, including, without limitation, any debts, obligations or liabilities of Sellers, whether fixed or contingent, direct or indirect, current or future, known or unknown, trade or accounts payable, Taxes of any kind, or liabilities, including any liability with respect to employees, employment benefit plans, liabilities under any contract or lease of Sellers, or otherwise arising in connection with the servicing or operation of the Business.

Section 2.3 **Purchase Price.** In exchange for the Acquired Assets, Purchaser agrees to pay to Sellers the sum of One Hundred and Seventy-Eight Thousand Dollars (\$178,000.00) (the "***Purchase Price***"), via wire transfer on the Closing Date.

Section 2.4 **Closing.** Unless otherwise agreed by the Parties, the closing of the sale and purchase of the Acquired Assets contemplated hereby (the "***Closing***") shall take place remotely by the electronic delivery of documents and the Purchase Price on or before the (2<sup>nd</sup>) business day after entry of the Sale Order. The time and date upon which the Closing occurs is herein called the "***Closing Date***."

Section 2.5 **Possession of Acquired Assets.** Within five (5) days after Closing, Purchaser or its agents shall take possession of the Acquired Assets and shall remove, or cause to be removed, the Acquired Assets from Sellers' facilities. Sellers agree to provide Purchaser reasonable access to its facilities, and to otherwise reasonably cooperate with Purchaser, to facilitate the prompt possession of the Acquired Assets by Purchaser or its agents. Costs, expenses and fees arising out of or related to the removal of the Acquired Assets shall be paid directly by Purchaser.

Section 2.6 **Casualty Loss Prior to Closing.** In the event that, prior to the Closing Date, any of the Acquired Assets to be sold hereunder are destroyed or materially damaged by fire, theft, act of God, or other casualty (a "***Casualty Loss***"), Sellers shall promptly notify Purchaser in writing of such event, including a reasonable description of the damage or loss and the estimated cost to repair or replace the affected Acquired Asset.

(a) **Materiality Threshold.** If the aggregate replacement or repair cost of the damaged or destroyed Acquired Asset exceeds Five Thousand Dollars (\$5,000.00), Purchaser shall have the option, exercisable within 3 business days following receipt of Sellers' notice of the Casualty Loss, to: (i) terminate this Agreement, in which case neither Party shall have any further obligations hereunder (except for any obligations that expressly survive termination); or (ii) proceed to Closing, in which case (A) the Purchase Price shall be reduced by the amount of the unrepaired loss or damage (as reasonably agreed by the Parties).

(b) **Casualty Loss Below Threshold.** If the cost to repair or replace the affected Acquired Asset does not exceed the Materiality Threshold, then this Agreement shall remain in full force and effect, and Sellers shall, at their option and expense, either (i) repair or replace the affected Acquired Asset prior to Closing, or (ii) assign to Buyer all applicable insurance proceeds or claims, with no adjustment to the Purchase Price.

(c) **Risk of Loss.** Risk of loss with respect to the Acquired Assets shall remain with Seller until the Closing Date.

Section 2.7 Bankruptcy Court Approval. Notwithstanding anything herein to the contrary, Sellers and Purchaser acknowledge that this Agreement and the obligation to consummate the Closing is subject to entry of the Sale Order. If there is any discrepancy between this Agreement and the Sale Order, the Sale Order shall govern. Sellers shall be responsible for filing a motion in the Bankruptcy Case requesting entry of the Sale Order (the “*Sale Motion*”) and for making all other appropriate filings relating to this Agreement and/or the transactions contemplated hereby. Sellers shall provide Purchaser a reasonable opportunity to review and comment on the Sale Motion and Sale Order prior to filing such documents with the Bankruptcy Court, and Sellers shall use reasonable best efforts to incorporate Purchaser’s reasonable comments.

### **SECTION 3.**

#### **REPRESENTATIONS, WARRANTIES AND RELATED AGREEMENTS OF SELLERS**

Sellers, on a joint and several basis, represent and warrant to Purchaser, that as of the Closing Date:

Section 3.1 Organization and Standing. Each Seller is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware and each has all requisite organizational power to carry out the transactions contemplated hereby.

Section 3.2 Power and Authority. Subject to entry of the Sale Order, each Seller has full right, power and authority to sell, convey, assign, deliver and transfer the Acquired Assets to Purchaser. The execution, delivery and performance of this Agreement by Sellers has been duly authorized by Sellers, and no further action is or will be necessary on the part of Sellers to make this Agreement valid and binding upon Sellers in accordance with its terms. This Agreement constitutes the valid and legally binding obligation of Sellers, enforceable against Sellers, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

Section 3.3 No Conflicts. Sellers’ execution and delivery of this Agreement, their consummation of the transactions contemplated hereby, and their compliance with the terms hereof, will not violate any existing provision of any law, court order, or other applicable rule or regulation.

Section 3.4 Consents and Approvals. The execution and delivery of this Agreement and the performance of the obligations hereunder do not require the consent, approval or action of or any filing with or notice to any other Person, or if any such consents and approvals are required, Sellers shall have obtained and delivered to Purchaser the same on or prior to the Closing Date, or such consents are or have been otherwise excused by order of the Bankruptcy Court and/or operation of the Bankruptcy Code.

Section 3.5 Title to Acquired Assets. Sellers have good and marketable title to all of the Acquired Assets, and at Closing, the Acquired Assets will be conveyed to Purchaser free and clear of any and all mortgages, liens, easements, security interests, claims, pledges, charges, leasehold interests,

restrictions or other encumbrances of any kind, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 3.6 Condition and Sufficiency of Acquired Assets. All of the Acquired Assets have been maintained in accordance with the regular business practices of Sellers and the standards of Sellers' industry and are of a quality and quantity useable in the ordinary course of Purchaser's business.

Section 3.7 No Violation of Laws. Sellers have not been charged with or given oral or written notice of, nor has there been a waiver of any violation, nor are Sellers in violation of any applicable law, statute, order, rule, regulation, policy or guideline promulgated or judgment entered, by any Federal, state or local court or Governmental Authority relating to or affecting the Acquired Assets.

#### **SECTION 4.**

#### **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Sellers, that as of the Closing Date:

Section 4.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite organizational power to carry out the transactions contemplated hereby.

Section 4.2 Authorization. The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of Purchaser and is legally binding on Purchaser in accordance with its terms. This Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies.

Section 4.3 Consents and Approvals. The execution and delivery of this Agreement and the performance of the obligations hereunder do not require the consent, approval or action of or any filing with or notice to any other Person, or if any such consents and approvals are required, Purchaser shall have obtained and delivered to Sellers the same on or prior to the Closing Date, or such consents are or have been otherwise excused by order of the Bankruptcy Court and/or operation of the Bankruptcy Code.

Section 4.4 No Conflict. Purchaser's execution and delivery of this Agreement, its consummation of the transactions contemplated hereby, and its compliance with the terms hereof, will not violate any existing provision of any law, court order, or other applicable rule or regulation.

#### **SECTION 5.**

#### **CLOSING CONDITIONS**

Section 5.1 Conditions Precedent to Performance by Sellers and Purchaser. The respective obligations of Sellers and Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) The Bankruptcy Court has entered the Sale Order and the Sale Order is in full force and effect and not stayed; and

(b) No order of a court of competent jurisdiction or other applicable law is in effect that would (i) prevent the consummation of any of the transactions contemplated by this Agreement, or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

Section 5.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction, on or before the Closing, of each of the following further conditions unless waived in writing by Purchaser:

(a) Each of the representations and warranties made by Sellers in Section 3 of this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing as if made as of such Closing, except that any such representation and warranty that is given as of a particular date or period and relates solely to such particular date or period shall be true and correct only as of such date or period;

(b) Sellers shall have performed in all material respects the covenants and agreements contained in this Agreement that they are required to perform prior to the Closing Date; and

(c) Sellers shall deliver to Purchaser a bill of sale, in form and substance reasonably satisfactory to Purchaser, transferring the Acquired Assets from Sellers to Purchaser.

Section 5.3 Conditions to Obligations of Sellers. The obligation of Sellers to consummate the Closing is subject to the satisfaction, on or before the Closing, of each of the following further conditions unless waived in writing by Seller:

(a) Each of the representations and warranties made by Purchaser in Article 4 shall be true and correct in all respects as of the date of this Agreement and as of the Closing as if made as of such Closing, except that any such representation and warranty that is given as of a particular date or period and relates solely to such particular date or period shall be true and correct only as of such date or period;

(b) Purchaser shall have performed in all material respects the covenants and agreements contained in this Agreement it is required to perform prior to the Closing Date; and

(c) Purchaser shall deliver to Sellers (i) the Purchase Price as described in Section 2.4; and (ii) resolutions evidencing Purchaser's authorization to enter into and consummate the transactions contemplated by this Agreement.

Section 5.4 Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Section 5.1, Section 5.2, or Section 5.3, as the case may be, if such failure was primarily caused by such Party's failure to comply with any provision of this Agreement.

## **SECTION 6.** **TERMINATION**

Section 6.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Sellers and Purchaser;

(b) by either Purchaser, on the one hand, or Sellers, on the other hand, if (i) the Closing has not occurred on or before June 30, 2025 (the "***End Date***") and (ii) the terminating Party is not in breach in any material respect of any its obligations under this Agreement;

(c) by either Purchaser, on the one hand, or Sellers, on the other hand, if the other Party breaches in any material respect its obligations or representations and warranties under this Agreement;

(d) by either Purchaser or Sellers if (i) a law has been enacted, entered or promulgated prohibiting the consummation of the transactions contemplated under this Agreement, or (ii) an order of a court of competent jurisdiction (other than an order of the Bankruptcy Court denying the Sale Motion without prejudice) has been entered permanently restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated under this Agreement;

(e) by Purchaser, if Sellers withdraw the Sale Motion; or

(f) by Purchaser, if the Bankruptcy Case of either Seller is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

Section 6.2 Effect of Termination. In the event of termination of this Agreement by Seller or Purchaser pursuant to the terms of Section 6.1 of this Agreement, written notice thereof shall be promptly given to the other Party (or Parties), specifying the provision pursuant to which such termination is made, and this Agreement shall become null and void and of no further force and effect and there shall be no liability on the part of Sellers or Purchasers or their respective affiliates or representatives; *provided, however*, that nothing herein shall relieve a Party from any liability for any breach of this Agreement prior to such termination.

## **SECTION 7. MISCELLANEOUS**

Section 7.1 Amendment and Waiver. The Parties hereto may amend this Agreement or waive compliance with any waivable representation, warranty, covenant, obligation or agreement only by mutual agreement in writing making specific reference to this Agreement.

Section 7.2 Assignment; Successors and Assigns. No Party may assign this Agreement without the written consent of the other Parties hereto; *provided, however*, that Purchaser shall be entitled to assign its rights and/or obligations under this Agreement to one or more affiliated entities at any time, without Seller's prior consent, but no such assignment to such affiliate(s) shall release or discharge Purchaser from any of its obligations as "Purchaser" under this Agreement. This Agreement and all representations, warranties, covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their authorized assigns and their respective successors, heirs and administrators.

Section 7.3 Governing Law, Jurisdiction and Venue. This Agreement is being delivered and is intended to be performed in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes arising out of or in connection with this Agreement. The Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding.

Section 7.1 Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.2 Expenses. Sellers, on the one hand, and Purchaser, on the other, shall each pay their own respective expenses (including, but not limited to, fees and expenses of counsel) incurred in connection with the negotiation, preparation, execution and consummation of this Agreement and the transactions contemplated hereby, whether or not such transactions are consummated or abandoned for any reason, without reimbursement from or by any other Party hereto.

Section 7.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, by Federal Express or similar overnight delivery service, or via electronic mail (i.e., email) with proof of delivery.

Section 7.4 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 7.5 Entire Agreement. This Agreement and other documents delivered pursuant to and as specified in this Agreement, sets forth the entire agreement and understanding among the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between them, and no Party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Agreement or the Sale Order, as the case may be. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the first date set forth above.

**PURCHASER:**

PATHFINDER ONCOLOGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

ADOC SSF, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMPLIFYBIO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 2.1**  
**Acquired Assets**

Location	Make	Description	Quantity	Timeline Critical / Lease	Pathfinder Offer
NA	Gibco - Thermofisher Scientific	CTS Rotea Counterflow Centrifuge, CP-00304, Serial Number	1	x	
NA	Gibco - Thermofisher Scientific	CTS Rotea Counterflow Centrifuge CP-00305, Serial Number	1	x	
NA	Gibco - Thermofisher Scientific	Gibco CTS Xenon Electroporation Instrument, EI-00306,	1	x	
NA	Gibco - Thermofisher Scientific	Gibco CTS Xenon Electroporation Instrument, EI-00XXX,	1	x	
NA	Miltenyi Biotec	CliniMacs Prodigy, Cell Processor, CP-00303, Serial Number	1	x	
NA	Miltenyi Biotec	CliniMacs Prodigy, Cell Processor, Located in Suite 3	1	x	
		<b>New Albany Sub-Package Purchase Price</b>			<b>60,000</b>
WJ	Airclean Systems	PO 1378 32" ISO 5 Combination PCR workstation with	1	x	
WJ	Bio-Rad Laboratories, Inc.	1864100 QX200 AutoDG ddPCR System / 1814000 PX1 PCR	1		
WJ	Bio-Rad Laboratories, Inc.	[3069] 12003154: Chemidoc MP imaging instrument	1		
WJ	ChemoMetec A/S	970-0200: NucleoCounter NC-200 package	1		
WJ	Fisher Scientific, LLC	13 261 222: 1300 A2 SS 4FT PKG 120V	1		
WJ	Fisher Scientific, LLC	13 100 752PM: 1300 A2 SS 4FT PKG 120V PM Thermo	1		
WJ	Fisher Scientific, LLC	AC632LFUVC: 32" ISO 5 Combination PCR workstation with	1	x	
WJ	Fisher Scientific, LLC	AC632LFUVC: 32" ISO 5 Combination PCR workstation with	1	x	
WJ	INTEGRA Biosciences Corp	6106: 96-Channel Pipetting Head 2 - 50 µl 96-Channel	1		
WJ	Life Technologies Corporation	ATTUNE NXT AFC BRV6Y-LASER with Autosampler	1		
WJ	Lonza Walkersville Inc.	AAF-1002X: 4D-Nucleofector™ X Unit, FL1	1		
WJ	Lonza Walkersville Inc.	AAF-1002B: 4D-Nucleofector™ Core Unit, FL1	1		
WJ	Molecular Devices, LLC.	ID5-STD: SpectraMax iD5 Standard Multi-Mode Microplate	1		
WJ	ProteinSimple	Ella System and IOQ package	1	x	
WJ	Illumina, Inc.	SY-410-1003: MiSeq System	1		
WJ	Life Technologies	Qubit™ Flex Fluorometer 8 channel	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851196: C1000 Touch™ Thermal Cycler with 96-Well Fast	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851196: C1000 TOUCH CYCLER w/96W FS RM	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851196: C1000 TOUCH CYCLER w/96W FS RM	1		
WJ	Bio-Rad Laboratories, Inc.	PO1577, C1000 Touch with 96WFast Rxn Module Qty 2	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851138: C1000 Touch™ Thermal Cycler with 384-Well	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851138: C1000 Touch™ Thermal Cycler with 384-Well	1	x	
WJ	Bio-Rad Laboratories, Inc.	1851138: C1000 Touch™ Thermal Cycler with 384-Well	1		
WJ	Biorad Laboratories	1851138: C1000 Touch™ Thermal Cycler with 384-Well	1		
WJ	Fisher Scientific, LLC	13998211: HERA VIOS 160i CO2 SST TC 120V	1		
WJ	Fisher Scientific, LLC	13998211: HERA VIS 160i CO2 SST TC 120V	2	x	
WJ	Fisher Scientific, LLC	13 998 211: HERA VIOS 160i CO2 SST TC 120V	2		
WJ	Fisher Scientific, LLC	51030285/QT#731925: HERACELL VIOS 160i CO2	1		
WJ		-80 Freezer that previously held PACT materials	1	x	
WJ		-20 Freezer that previously held PACT materials	1	x	
		<b>WEST JEFF SUB-PACKAGE 1 PURCHASE PRICE</b>			<b>\$118,000</b>
<b>TOTALS</b>	<b>BID PACKAGE 1 PURCHASE PRICE</b>		<b>1</b>		<b>\$178,000</b>