

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

In re:	)	Chapter 11
	)	
AMPLIFYBIO, LLC, <i>et al.</i> , ¹	)	Case No. 25-52140
	)	
Debtors.	)	Judge Mina Nami Khorrami
	)	
	)	(Jointly Administered)
	)	
	)	Hearing Date: August 28, 2025 at
	)	10:00 a.m.
	)	Objection deadline: August 21,
	)	2025

**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**

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

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), approving that certain comprehensive settlement

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

by and among the Debtors, Battelle Memorial Institute (“Battelle”), Battelle Services Company, Inc. (“BSCI”) and the Official Committee of Unsecured Creditors (“Committee”).

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Ohio (the “Court”) has jurisdiction over these chapter 11 cases, the Debtors, and their estates and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

3. Venue of these chapter 11 cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The Debtors are operating their businesses and managing their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

BACKGROUND

5. On May 16, 2025 (the “Petition Date”), each of the Debtors filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtors are authorized to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 3, 2025, the United States Trustee appointed the Committee [Docket No. 62].

7. As the Court is aware, prior to ceasing business operations, 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 CRO services, and offering flexible, state-of-the-art manufacturing infrastructure and quality systems to support the scale-up and commercialization of advanced therapies.

8. Despite the Debtors’ strategic investments, they faced persistent financial and

operational challenges during their four years of operations. 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.

9. The Debtors are currently undergoing a robust marketing process to sell substantially all of their assets. Battelle is the current stalking horse bidder for the Debtors' assets, and the Debtors are currently seeking higher and better bids for portions of and/or all of the assets. The bid deadline is currently scheduled for August 15 (after which the Debtors will hold an auction on August 19, if higher and better bids are received), and a sale hearing is currently scheduled for August 28, 2025.

The Committee and the Settlement

10. After the Committee was appointed on June 3, 2025, the Committee commenced investigating possible causes of action against and the liens and claims of Battelle and BSCI (the "Investigation"). The Committee requested and reviewed numerous documents from the Debtors and Battelle, conducted an informal interview of the Debtors' longtime corporate counsel, who also acted as secretary for the Debtors' board of directors during all relevant time periods, and corresponded with the Debtors' and Battelle's professionals regarding questions and potential issues. By late July 2025, the Committee, the Debtors, Battelle and BSCI reached a settlement in principle to arrange for a comprehensive resolution and exit out of the Debtors' chapter 11 cases

(all as more fully described herein, the “Settlement”). After the Committee conducted a thorough Investigation, which did not result in material actionable claims, and in light of the costs and risks of litigation, the Debtors, Battelle, BSCI and the Committee did not believe that the Committee should pursue claims that would not be value maximizing for the benefit of the estates and continue with the Debtors’ pending financing and sale processes on a contested basis. The Committee believes it has had ample time and resources for the Investigation, and now does not believe that further work by the Committee will uncover claims against Battelle and/or BSCI with meaningful value to the estates, especially considering the substantial litigation costs that pursuit of any theoretical claims would entail. If approved by the Court, the Settlement, as further detailed below, will be incorporated into a chapter 11 plan of liquidation to be jointly proposed or supported by the Debtors and the Committee. The Debtors’ proposed plan will also provide an option for creditors to opt in to and grant consensual third-party releases in favor of Battelle, BSCI and Hercules Capital Inc. (“Hercules”); in return, Battelle and BSCI are committing to vote their eligible claims in favor of the plan and to refrain from objecting to confirmation if the plan is consistent with the Settlement.

11. The executed Settlement Agreement (the “Settlement Agreement”) among the Debtors, Battelle, BSCI and the Committee is attached to the proposed Order as Exhibit A. The complete, definitive terms are in the Settlement Agreement, and the following is a summary of the key provisions thereof:²

(a) Within three days after entry of the Approval Order (as defined in the Settlement Agreement), Battelle will pay an aggregate lump sum settlement in the amount of \$3,000,000.00 (the “Payment”) to the Debtors’ estates, which the Debtors will maintain in a segregated account. The Payment may be used by the Debtors in accordance with a budget to be attached to a final cash collateral order (including, without limitation, to fund the Carve-Out), and the budget will be approved by Battelle and the Committee. The

² In the event of a conflict, the terms of the Settlement Agreement are controlling.

Permitted Variance (as defined in Debtors' cash collateral orders) will apply to such budget, but any proposed use of the payment in excess of the budget may be used only on reasonable notice to and the approval of the Committee (which shall not be unreasonably withheld). If the Debtors and the Committee cannot agree on the use of such payment beyond the Budget, they will seek a further order of the Court. *See* Settlement Agreement at section 1.

(b) Within three days after entry of the Approval Order, the Debtors will pay the proceeds from the sale of specific assets to Pathfinder Oncology, Inc. (\$178,000) to Battelle, to be applied to the Prepetition Loan Obligations.³ *See* Settlement Agreement at section 4.

(c) The sale process set forth in the Bidding Procedures Order will proceed as contemplated, including Battelle's right to credit bid. If a third party is the successful bidder for some or all of the assets, Battelle will receive the proceeds from such sale or sales (after payment of sales commissions and expenses) up to the full amount of the Prepetition Loan Obligations along with postpetition interest, fees, charges or expenses under the Loan Documents. If the sum of (i) the aggregate cash proceeds actually paid to Battelle as a result of successful third party bid(s) for any assets plus (ii) the Pathfinder Sale Proceeds plus (iii) the amount bid by Battelle for any assets for which it is the successful bidder is less than the Prepetition Loan Obligations (the "Battelle Consideration"), then the difference between the amount of the Prepetition Loan Obligations and the Battelle Consideration will be treated as a general unsecured claim. *See* Settlement Agreement at section 4.

(d) The Debtors will request approval of the Court authorizing their use of cash collateral through September 30, 2025 prior to the expiration of the Debtors' current use of cash collateral under the Interim Cash Collateral Order (the form and substance of which will be subject to approval by Battelle and the Committee, with the approved Budget through such period). The Debtors will also withdraw their request for approval of debtor in possession financing or any other funding from Battelle. *See* Settlement Agreement at section 5.

(e) After entry of the Approval Order, payment of the Pathfinder Sale Proceeds to Battelle, and the conclusion of the Debtors' sale process (including all payments to Battelle as a result of such sale process), the Debtors will no longer have cash collateral of Battelle, and the Payment and all remaining cash in the Debtors' estates, all deposits, and all avoidance actions and proceeds thereof (except those against Battelle, BSCI, and Hercules which are released under the Settlement Agreement and assigned to Battelle if it is the successful bidder) will remain in the Debtors' estates free from any lien or encumbrance, to be administered for the benefit of the Debtors' estates. *See* Settlement Agreement at section 5.

(f) The Debtors, Battelle, and the Committee agree to the unsecured claims of Battelle and BSCI, and their treatment as follows in the plan: (i) any deficiency claim on the Prepetition

³ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Settlement Agreement.

Loan Obligations; (ii) \$2,166,637.39 for certain support services provided to the Debtors and for work performed by Battelle on various projects; and (iii) the principal sum of \$3,160,000 in connection with certain convertible securities issued in early 2025. Battelle and BSCI agree to not participate in the first \$3,000,000 paid to unsecured creditors under any plan. If the combined amount for the sale of the Debtors' assets exceeds the amount of the Prepetition Loan Obligations (plus postpetition interest, fees, charges and expenses) paid to Battelle, then Battelle and BSCI will participate *pro rata* in any distribution above \$3,000,000. If Battelle and BSCI will participate in a distribution to unsecured creditors, then in that event (and only in that event) the Committee reserves the right to challenge the amount of Battelle's unsecured claim(s) for support services provided by Battelle and work performed by Battelle on various contracts and subcontracts to the extent that such claim(s) exceed the combined amount of \$2,166,637.39. *See* Settlement Agreement at section 8.

(g) Battelle and BSCI also will not receive or seek administrative expense payment from the estates other than for the postpetition services provided by Battelle under the amendments to the Utilities Support Agreement, Facilities Support Services Agreement and Administrative Services Agreement, for services on and after May 1, 2025, or for any Break-Up Fee (as defined in the Bidding Procedures Order) pursuant to the Bidding Procedures Order. *See* Settlement Agreement at section 9.

(h) The Settlement Agreement includes complete and comprehensive releases and covenants not to sue: upon Battelle's Payment, the Debtors, their estates, and the Committee permanently release Battelle, BSCI, and Hercules from all pre-settlement claims, including avoidance actions and lender-liability theories. Conversely, after the Payment is made and the Debtors' sale process is complete, Battelle and BSCI covenant not to sue the Debtors, the estates, or the Committee on any pre-settlement matter related to the Debtors' bankruptcy cases, expressly preserving all claims, rights and defenses against third parties. All parties reserve their rights under the Settlement Agreement (including treatment of the various claims of Battelle and BSCI thereunder). *See* Settlement Agreement at section 10.⁴

(i) After approval of the Settlement Agreement, the Debtors and the Committee will propose (or support) a chapter 11 plan of liquidation in the Bankruptcy Cases. The Plan will incorporate the terms of the Settlement Agreement and will provide an option for consensual "third party" releases from creditors in favor of Battelle and BSCI. Provided that the Plan contains such an option and is consistent with the Settlement Agreement, Battelle and BSCI will not object to confirmation and shall vote to accept such Plan. *See* Settlement Agreement at section 7.

(j) The Settlement Agreement will be binding upon the Debtors, their estates, the Committee, any chapter 11 trustee or chapter 7 trustee and any trust created under any plan of liquidation. If the Bankruptcy Cases are dismissed, the Settlement Agreement will

⁴ Hercules is included in the release because it was the predecessor in interest to Battelle under the Loan Documents, and a release of Hercules was essential to assuring a complete release of Battelle concerning the Loan Documents.

remain valid and binding on all Parties and their successors and assigns. *See* Settlement Agreement at section 11.

12. The Debtors have evaluated the proposed settlement independently, and in the context of the potential settlement to be integrated into a plan to be proposed by the Debtors. The Debtors believe the settlement contributes meaningful value to the Debtors' estates for the benefit of all stakeholders, especially considering that it allows the Debtors' sale process to proceed, contributes a meaningful amount to the estates that is not restricted outside of an agreed budget, provides for a workable exit strategy to conclude the Debtors' chapter 11 cases, and avoids the pursuit of claims that would be expensive and time consuming to pursue.

13. Throughout the Committee's investigation and the pendency of the Debtors' chapter 11 cases so far, the Committee, Battelle, and the Debtors maintained an ongoing dialogue and held numerous formal and informal meetings, ultimately leading to this proposed settlement. Based on the foregoing, the Debtors believe that the Settlement delivers significant value to the estates and is in the best interests of the Debtors' stakeholders.

BASIS FOR RELIEF REQUESTED

14. In general, because compromises minimize litigation and expedite the administration of a bankruptcy estate, they are favored in bankruptcy. *See In re Novak*, 383 B.R. 660, 669 (Bankr. W.D. Mich. 2008) (citing *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3rd Cir. 1996)). Settlements are considered a "normal part of the process of reorganization," and a wise method to economically and practically administer claims that otherwise would be complicated and costly to pursue. *In re Nicole Energy Services, Inc.*, 385 B.R. 201, 237 (Bankr. S.D. Ohio 2008).

15. Bankruptcy Rule 9019(a) provides, in relevant part that, "[o]n motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement."

F.R.B.P. 9019(a). Bankruptcy courts have “significant discretion to approve settlements” that are “fair and equitable and in the best interest of the estate.” *In re Murray Energy Holdings Co.*, 615 B.R. 461, 472 (Bankr. S.D. Ohio 2020) (internal quotation marks omitted). Generally, under applicable precedent, courts review the facts supporting a compromise without deciding the merits of individual issues to determine whether the settlement as a whole is fair and equitable. *In re Lee Way Holding Co.*, 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990). Approval of a compromise or settlement is within the “sound discretion” of the bankruptcy court. *In re Parkview Hospital-Osteopathic Medical Center*, 211 B.R. 603, 608 (Bankr. N.D. Ohio 1996); *see In re Planned Systems, Inc.*, 82 B.R. 919, 921 (Bankr. S.D. Ohio 1988) (same).

16. In determining whether a settlement is fair and equitable, courts in the Sixth Circuit have applied a four-factor test “with a focus on comparing ‘the terms of the compromise with the likely rewards of litigation.’” *In re MQVP, Inc.*, 477 Fed.Appx. 310, 313 (6th Cir. 2012) (citing *In re Bard*, 49 Fed.Appx. 528, 530 (6th Cir.2002); *see Nicole Energy Services*, 385 B.R. at 238. Courts consider, “(1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors and a proper defense to their reasonable views in the premises.” *Bard*, 49 Fed.Appx. at 530.

17. Courts also look to sections 105(a) and 363(b) of the Bankruptcy Code in conjunction with Rule 9019(a). *See, e.g., In re Junk*, 566 B.R. 897, 914-15 (Bankr. S.D. Ohio 2017) (authorizing and approving the sale and injunction as a part of the settlement between chapter 7 trustee and mortgage holder under sections 105(a) and 363(b) and Bankruptcy Rule 9019); *In re Volunteer Energy Services, Inc.*, No. 22-50804 (Bankr. S.D. Ohio May 8, 2023)

[Docket No. 793] (authorizing and approving settlement involving resolution of customer payment claim under sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019). Section 363(b)(1) authorizes a debtor in possession to “use, sell, or lease, other than in the ordinary course of business, property of the estate,” after notice and a hearing. 11 U.S.C. §363(b)(1). It is well-established that a debtor may use property of the estate outside the ordinary course of business under this provision if there is a good business reason for doing so. *See, e.g., Junk*, 566 B.R. at 915 (“Under the law of the Sixth Circuit, bankruptcy courts may approve a sale of substantially all of a debtor’s assets under § 363(b)(1) ‘when a sound business purpose dictates such action’”); (quoting *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986)). In the context of Bankruptcy Rule 9019, “although approval of a settlement rests in the Court’s sound discretion, the debtor’s business judgment should not be ignored.” *In re Stone Barn Manhattan LLC*, 405 B.R. 68, 75 (Bankr. S.D.N.Y. 2009) (citations omitted); *In re Batt*, 488 B.R. 341, 353 (Bankr. W.D. Ky. 2013).

18. Further, under section 105(a) of the Bankruptcy Code, bankruptcy courts “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the [Bankruptcy Code].” 11 U.S.C. §105(a). *In re Nicole Gas Production, Ltd.*, 518 B.R. 429, 443 (Bankr. S.D. Ohio 2014); *In re BDC Inc.*, No. 20-10010 (Bankr. D. Del. Oct. 28, 2020) [Docket No 1218] (authorizing and approving settlement agreement involving exchange of funds for mutual releases between debtor and equity holder under section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019). The Debtors respectfully submit that the proposed settlement easily meets the standards for approval under Bankruptcy Rule 9019 and sections 105(a) and 363(b) of the Bankruptcy Code.

Probability of Success in Litigation

19. As detailed above, after an Investigation, the Committee concluded that the Debtors' estates have no claims against Battelle or Battelle-related parties that would both: (a) present a reasonable chance of success; and (b) result in an economic outcome with material positive benefits for creditors. This analysis factors in the likelihood that litigation against Battelle would likely cost much more than the Debtors have in available funds. Instead, Battelle's Payment to the Debtors' estate for the benefit of all stakeholders provides immediate benefit to the Debtors' estates while preserving the ongoing sale process the Debtors are pursuing to realize and potentially expand on value for all creditors. Unlike the uncertainty and inherent risks of litigation, the proposed settlement provides certainty and, in turn, increases potential recoveries for unsecured creditors. The Debtors therefore believe, in their sound business judgment, that the Settlement provides a beneficial outcome for the Debtors and the Debtors' creditors. Accordingly, the first factor of the applicable test for approval of the Settlement is satisfied.

The Complexity of Litigation

20. Even if the Committee ultimately could obtain favorable outcomes in litigating against Battelle and/or BSCI, the associated costs of achieving a favorable outcome are far outweighed by the positive, guaranteed outcome of the Settlement. *See In re Adelphia Communications Corp.*, 327 B.R. 143 (Bankr. S.D.N.Y. 2007) ("approval of a settlement [under Bankruptcy Rule 9019] cannot be regarded as a counting exercise...rather it must be considered in light of the reasons for any opposition, and the more fundamental factor, such as benefits of settlement, likely rewards of litigation, costs of litigation and in downside risk."). The Debtors believe that litigation against Battelle and a contested sale / financing hearing would be strongly contested and highly complex, with the potential costs to the Debtors' estates high and the outcome

highly uncertain. Through Battelle's \$3,000,000 cash contribution, the Debtors' estates and stakeholder will realize significant value from the potential Settlement. Comparing this to the cost and risk of litigation – and the potential that the Debtors' cases become administratively insolvent as a result – makes the potential Settlement an easy decision. Therefore, another factor is satisfied and weighs heavily in favor of this Court approving the Settlement.

Other Factors, Including Creditor Interests

21. The Settlement serves the paramount interests of creditors by resolving potential costly and uncertain disputes, and providing immediate additional funds to the Debtors' estates. By ensuring the guaranteed benefits of the Settlement, the Debtors' estates avoid taking unnecessary and costly litigation risks. The Committee is a party to the Settlement Agreement, supports the Settlement, and has agreed to support a plan proposed by the Debtors that integrates the Settlement. The Settlement, as proposed at this juncture in the Debtors' cases, provides a clear path to preserve the Debtors' efforts to maximize value through the estates, provides additional funds, and provides for an exit strategy in an efficient and effective manner that preserves value for the benefit of the Debtors' stakeholders. *See In re Key3Media Grp., Inc.*, 336 B.R. 87, 97 (Bankr. D. Del. 2005), *aff'd*, No. 03-10323 (MFW), 2006 WL 2842462 (D. Del. Oct. 2, 2006) (while proper deference should be given to creditors' reasonable views, courts must weigh the opinions of creditors, trustees, the parties, and their counsel in determining the reasonableness of a proposed settlement under Bankruptcy Rule 9019); *see also In re Ashford Hotels Ltd.*, 226 B.R. 797, 802 (Bankr.S.D.N.Y.1998) (in context of Bankruptcy Rule 9019 motion, holding that courts need not substitute their judgment for another party's, only that courts must test the party's choice for reasonableness). Accordingly, the Debtors respectfully submit that the proposed Settlement

satisfies the standards for approval pursuant to Bankruptcy Rule 9019. The Court should therefore approve the Settlement.

Approval Under 363(b) and 105(a) Standards

22. The Debtors, Battelle, BSCI, and the Committee have arrived at the Settlement after numerous discussions and an investigation by the Committee. Based on these discussions, the parties have determined that the Settlement is reasonable, fair and equitable, and supported by adequate consideration. Accordingly, the Debtors respectfully submit that their business judgment is entitled to deference. *In re MF Glob. Inc.*, No. 11-2790 MG, 2012 WL 3242533, at *5 (Bankr. S.D.N.Y. Aug. 10, 2012) (“[a]lthough courts have discretion to approve settlements, the business judgment of the debtor in recommending the settlement should be factored into the court’s analysis”). The Debtors have further determined that the Settlement is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. The Settlement is the product of extensive negotiation and represents a comprehensive resolution. Entry into the Settlement therefore represents the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, the Debtors’ entry into and performance under the Settlement satisfies the applicable standard under section 363(b) of the Bankruptcy Code and should be approved.

WAIVER OF BANKRUPTCY RULES 6004(a) and 6004(h)

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

RESERVATION OF RIGHTS AS TO OTHER CREDITORS

24. The Settlement Agreement is a comprehensive resolution of all issues related to Battelle and BSCI. As to other creditors and parties, however, nothing contained in this Motion

or any actions taken pursuant to any order granting the relief requested by this Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) a finding that any particular claim is an administrative expense claim or other priority claim; (e) as to any other claim, an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim.

NOTICE

25. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for Region 9; (b) the Debtors' prepetition secured creditors; (c) counsel to the debtor in possession lender; (d) the Internal Revenue Service; (e) counsel to the Official Committee of Unsecured Creditors; (f) the United States Attorney for the Southern District of Ohio; (g) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (h) all other creditors of the Debtors. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and such other and further relief as the Court deems appropriate under the circumstances.

Dated: August 14, 2025

Respectfully submitted,

/s/ Scott N. Opincar

MCDONALD HOPKINS LLC

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

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

**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 [RELATED TO DOCKET NO.]**

36663955.1

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”), (a) approving a settlement consistent with the terms of the Settlement described in the Motion; and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the parties negotiated the terms and conditions of the Settlement in good faith, at arm’s length, and free of any collusion; and this Court having found that the terms of the Settlement are fair, equitable, reasonable, and in the best interests of the Debtors, their estates, creditors and equity holders, and is a valid and sound exercise of the business judgment of the Debtors and should be approved; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having found that there is good cause for waiving the stay referred to in Bankruptcy Rule 6004(h), to the extent it is applicable; and this Court having reviewed the Motion; and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

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

IT IS HEREBY ORDERED THAT:

1. The Settlement is approved in all respects. The Settlement Agreement in the form attached hereto as **Exhibit A**, and the terms contained therein, are approved in all respects. The Settlement and Settlement Agreement satisfy all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules, including section 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.

2. The parties to the Settlement are hereby authorized and directed to effectuate the settlement consistent with the Settlement Agreement, and the Debtors, Battelle, BSCI and the Committee are authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the settlement in accordance with the terms and conditions set forth in the Settlement, all of which are hereby approved.

3. Upon the Debtors' entry into the Settlement, it shall be binding on them, their estates, any chapter 11 or chapter 7 trustee appointed in these cases, any trust created under any plan of liquidation (and any trustee thereof), any plan administrator or any other successors to the Debtors or the Estates. If the Bankruptcy Cases are dismissed, the Settlement Agreement will remain binding and valid on all Parties and their successors and permitted assigns.

4. The Debtors' request for approval of debtor in possession financing, but not use of cash, in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Post-Petition Secured Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Superpriority Administrative Expense Status, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 11] is hereby withdrawn.

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

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the applicable requirements of the Bankruptcy Rules and Bankruptcy Local Rules are satisfied by such notice.

7. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

SO ORDERED.

Exhibit A

EXECUTION COPY

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made as of the 13th day of August, 2025 by and among AmplifyBio, LLC a Delaware limited liability company (“AmplifyBio”), ADOC SSF, LLC, a Delaware limited liability company (“ADOC”) (AmplifyBio and ADOC are collectively the “Debtors”), Battelle Memorial Institute, an Ohio nonprofit corporation (“Battelle”), Battelle Services Company, Inc., an Ohio corporation (“BSCI”), and the Official Committee of Unsecured Creditors of Debtors (the “Committee”). The undersigned are individually a “Party” and collectively the “Parties”).

THIS AGREEMENT IS NOT (NOR SHALL BE CONSTRUED AS) AN OFFER, ACCEPTANCE, OR SOLICITATION WITH RESPECT TO ANY SECURITIES, LOANS, OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE, OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE LAW, INCLUDING SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

BACKGROUND

A. AmplifyBio was formed in 2021 to become a contract research and manufacturing organization. As part of its initial capitalization, Battelle contributed to AmplifyBio approximately 28 acres of land, along with a 205,686 square foot building commonly known as 1425 NE Plain City-Georgesville Road, Building JM-10, West Jefferson, Ohio 43162 (the “Real Property”) and all personal property located therein. BSCI, a wholly owned subsidiary of Battelle, owns approximately 44% of AmplifyBio on a fully diluted basis. Certain other investors contributed cash to AmplifyBio and they collectively own approximately 40% of AmplifyBio on a fully diluted basis. The remaining owners of AmplifyBio are primarily former employees of AmplifyBio. In 2022, AmplifyBio formed ADOC, which was formed to acquire a research organization based in San Francisco, California.

B. In December 2022, the Debtors entered into a Loan and Security Agreement (the “Loan Agreement”) with Hercules Capital, Inc., on behalf of itself and as agent for certain other lenders (collectively, “Hercules”) pursuant to which Hercules made a loan of \$30,000,000 to the Debtors and agreed to loan an additional \$20 million if certain conditions were met (the “Loan”). In 2022 and 2023, various additional documents were executed in connection with the Loan (collectively with the Loan Agreement, the “Loan Documents”). The Loan is secured by an Open End Mortgage and Security Agreement granting a first priority lien (other than the lien for real estate taxes) upon the Real Property (the “Mortgage”); a fixture filing granting a lien on all fixtures at the Real Property (the “Fixture Filing”); a blanket lien on all personal property owned by Debtors, including all patents, trademarks and other intellectual property owned by Debtors; and a Blocked Account Control Agreement (the “Blocked Account Agreement”) by which Hercules had control over Debtors’ bank accounts at JPMorgan Chase Bank, N.A. (“JPMorgan”).

C. In January 2025, Debtors were in default under the Loan Documents. The Debtors entered into a Forbearance and First Amendment to Loan and Security Agreement with Hercules under which BSCI and the other major equity owners loaned a total of \$6 million to AmplifyBio under a series of Convertible Securities (the “Convertible Securities”) while AmplifyBio sought to obtain other investors or sources of financing. Those efforts were not successful. On April 4, 2025, the Debtors ceased active business operations and terminated all of their employees.

D. On April 14, 2025, Hercules assigned the Loan and all Loan Documents to Battelle. Battelle recorded a series of documents in connection with the assignment, including an Assignment of Open-End Mortgage filed with the Madison County, Ohio Recorder on April 28, 2025 as Instrument Number 2025-1644; an assignment of the Fixture Filing, filed with the Madison County, Ohio Recorder on April 17, 2025 as Instrument Number 2025-1498; assignments of the UCC-1 financing statements filed with the Delaware Secretary of State; and an assignment of the Blocked Account Agreement pursuant to which Battelle was granted control over Debtors’ bank accounts at JPMorgan. As of the Petition Date (defined below), the outstanding principal amount due on the Loan was \$28,071,890.43, along with interest (including interest at the default rate), costs, charges, fees and expenses set forth in the Loan Documents (collectively, the “Prepetition Loan Obligations”).

E. The Debtors are also indebted to Battelle for certain support services provided to Debtors and for work performed by Battelle on various projects in the combined amount of \$2,166,637.39. In addition, the Debtors owe BSCI the principal sum of \$3,160,000 in connection with the Convertible Securities issued in early 2025.

F. On May 16, 2025 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Ohio (the “Bankruptcy Court”). The cases are captioned *In re: AmplifyBio, LLC* and *In re: ADOC, SSF, LLC*, Jointly Administered Case No. 25-52140 (the “Bankruptcy Cases”). Since the Petition Date, Battelle has authorized the Debtors to use its cash collateral pursuant to an *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Claims to the Postpetition Lender, and (C) Utilize Cash Collateral; (II) Providing Adequate Protection to the Prepetition Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Dkt. No. 42] (the “Interim Cash Collateral Order”). Pursuant to the Interim Cash Collateral Order, the Debtors made a \$126,000 post-petition payment to Battelle in respect of interest accruing on the Prepetition Loan Obligations during or shortly after the week of June 8, 2025 (the “Post-Petition Interest Payment”).

G. The Committee was formed on June 3, 2025 and promptly thereafter retained counsel and a financial advisor. The Committee has investigated the Debtors’ financial affairs and Battelle’s transactions with Debtors, including the assignment of the Loan and Loan Documents to Battelle. The Committee, Debtors and Battelle have engaged in a series of discussions and have agreed upon the terms of a comprehensive settlement as set forth herein. The Parties will seek approval of this settlement pursuant to the Bankruptcy Code, including 11 U.S.C. §§ 105, 363 and 365, and Bankruptcy Rules 9013 and 9019.

H. On June 27, 2025, the Bankruptcy Court entered an *Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All*

Encumbrances Other Than Assumed Liabilities and Permitted Exceptions, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof (III) Approving Break-Up Fee, and (IV) Granting Related Relief [Dkt. No. 149] (the “Bidding Procedures Order”) which, among other things, authorized the Debtors to enter into an Asset Purchase Agreement with Battelle (the “APA”) pursuant to which Battelle would act as a stalking horse bidder and, if deemed the successful bidder following the sale process, would acquire substantially all of Debtors’ assets, subject to higher and better offers. The Bidding Procedures Order also established a sale process by which any competing bids are due by August 15, 2025, an auction is scheduled for August 19, 2025 (if there are any competing bids) and a sale hearing is scheduled on August 28, 2025 at which time the Bankruptcy Court will be asked to approve the sale or sales to the successful bidder(s) (the “Sale Hearing”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. Recitals. The above recitals are incorporated herein as if fully restated.

Section 2. Cash Consideration from Battelle. Within three (3) business days after entry of a Final Order (defined below) approving this Agreement (the “Approval Order”), Battelle will pay the sum of Three Million Dollars (\$3,000,000) to Debtors (the “Payment” or “Cash Consideration”). The Debtors agree that they will maintain the Payment in a segregated account (which may be an account maintained by the Debtors that already exists) until it is tendered to an account according to a confirmed Plan or other order of the Bankruptcy Court (such account, the “Segregated Account”). The Payment, as held by the Debtors, may be used in accordance with a budget to be prepared by the Debtors and approved by Battelle and the Committee, which budget shall be attached to a final order authorizing the Debtor to use cash collateral (the “Approved Budget”). The Debtors shall cause Debtors’ disbursements, on an aggregate basis, to be not more than one hundred ten percent (110%) of the amount set forth in the Approved Budget; provided, that any unused amounts set forth in the Approved Budget may be carried forward on an aggregate and cumulative basis for use in any subsequent week of forecasted disbursements set forth in the Approved Budget for the applicable period (the “Permitted Variance”), such covenant to be tested on a rolling two week period provided that for the initial one week test such covenant shall be tested against the Approved Budget as follows: (i) for the first week based on one week forecast and one week actual; and (ii) for the second week based on two weeks forecast and two weeks actual, in each case, on a cumulative basis. Notwithstanding anything to the contrary, the Permitted Variance shall not apply to amounts included in the Approved Budget other than the Carve-Out (as defined in the Interim Cash Collateral Order and/or any final order approving the use of cash collateral), including, without limitation, Allowed Professional Fees and Statutory Fees. Any proposed use of the Payment in excess of the Approved Budget or for items not included on the Approved Budget may only be on reasonable prior notice to, and subject to the approval of, the Committee (which shall not be unreasonably withheld) or, if a majority of the Committee does not agree, pursuant to further order of the Bankruptcy Court. As used herein, the term “Final Order” means a final order of the Bankruptcy Court in form and substance acceptable to the Parties which has not been stayed and as to which the time to appeal has passed and no appeal is pending.

Section 3. Sale Process and Secured Claim. The sale process set forth in the Bidding Procedures Order will proceed as set forth therein. In addition to the Paragraph D Stipulations in the Interim Cash Collateral Order, upon (i) entry of the Approval Order and (ii) remittance of the Payment to the Segregated Account in good and irrevocable funds, the Committee's, the Debtors', the bankruptcy estates' and any other party's right to assert Challenges (as that term is defined in the Interim Cash Collateral Order) shall be deemed forever barred and waived and the validity, amount, extent and priority of Battelle's liens upon the Debtors' assets, Battelle's secured claim and Battelle's right to credit bid the full amount of the Prepetition Loan Obligations together with postpetition interest, fees, charges and expenses (less any credits for proceeds related to the Pathfinder Sale Proceeds (as defined below) due under the Loan Documents will not be subject to challenge at any time by the Debtors, the Committee, the bankruptcy estates or any other person in connection with the sale or for any other purpose. In the event that one or more third parties are the successful bidder for some or all of Debtors' assets, then Battelle will receive the proceeds from such sale or sales (after payment of sales commissions and expenses) up to the full amount of the Prepetition Loan Obligations along with postpetition interest, fees, charges or expenses under the Loan Documents. If the sum of (i) the aggregate cash proceeds actually paid to Battelle as a result of successful third-party bid(s) for any assets plus (ii) the Pathfinder Sale Proceeds plus (iii) the amount bid by Battelle for any assets as to which it is the successful bidder is less than the Prepetition Loan Obligations (the "Battelle Consideration"), then the difference between (a) the amount of the Prepetition Loan Obligations and (b) the Battelle Consideration will be treated as a general unsecured claim under section 8 below.

Section 4. Proceeds from Pathfinder Sale. On June 13, 2025, the Bankruptcy Court entered an *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* [Dkt. No. 90] (the "Pathfinder Sale Order") pursuant to which the Debtors sold certain specific assets to Pathfinder Oncology, Inc. ("Pathfinder") for the sum of \$178,000 (the "Pathfinder Sale Proceeds"). The Debtors are holding the Pathfinder Sale Proceeds in escrow. Within three (3) business days after entry of the Approval Order, the Debtors shall remit the Pathfinder Sale Proceeds to Battelle, to be applied to the Prepetition Loan Obligations.

Section 5. Use of Cash Collateral. The Debtors shall request approval from the Bankruptcy Court of a final order authorizing their use of cash collateral through September 30, 2025 prior to the expiration of the Debtors' current use of cash collateral under the Interim Cash Collateral Order,¹ the form and substance of which will be subject to approval by Battelle and the Committee, with the Approved Budget through such period. As part of the Approval Order, the Debtors will withdraw their request for approval of the Debtor in Possession Credit Agreement (the "DIP Credit Agreement"), a draft of which was attached to the Interim Cash Collateral Order, and Debtors will not seek any additional funds from Battelle or BSCI under the DIP Credit Agreement or any other method or theory. Following entry of the Approval Order, payment of the Pathfinder Sale Proceeds to Battelle, and remittance of the Payment to the Segregated Account in good and irrevocable funds under Section 2 above, the Payment shall not constitute cash collateral of Battelle and Battelle will have no lien or other rights in the Payment (except as provided for

¹ The Debtors' use of cash collateral under the Interim Cash Collateral Order has been extended consensually by the Parties.

herein). Following the conclusion of the sale process under Section 3 above (including all payments to Battelle as a result of such sale process), payment of the Pathfinder Sale Proceeds to Battelle, and payment by Battelle under Section 2 above, Debtors will no longer have cash collateral of Battelle. The Payment and all remaining cash in the Debtors' estates, all deposits, and all avoidance actions and proceeds thereof (except for those against Battelle, BSCI and Hercules) will remain in the Debtors' estates free from any lien or encumbrance, to be administered for the benefit of the Debtors' estates in accordance with the Bankruptcy Code and further orders of the Bankruptcy Court.

Section 6. Court Approval. Pursuant to 11 U.S.C. §§ 105 and 363, and Bankruptcy Rule 9019, Debtors shall seek approval of the Bankruptcy Court of this Agreement. Debtors shall file a motion to approve the Agreement on an expedited basis within three (3) business days of its execution, and the Parties shall engage in reasonable best efforts to seek entry of an Approval Order by no later than August 28, 2025. This Agreement is expressly contingent upon entry of an Approval Order.

Section 7. Plan of Liquidation. After Bankruptcy Court approval of this Agreement, the Debtors and the Committee will propose (or support) a chapter 11 plan of liquidation in the Bankruptcy Cases. The Plan will incorporate the terms of this Agreement and will provide an option for consensual "third party" releases from creditors in favor of Battelle and BSCI. Battelle shall be entitled to review a draft of the Plan prior to its filing with the Court. Provided that the Plan (i) contains an option for "third party" releases from creditors in favor of Battelle and BSCI; and (ii) is otherwise consistent with this Agreement, Battelle agrees that it shall not object to confirmation of the Plan and shall vote any voting eligible claims to accept such Plan.

Section 8. Treatment of Unsecured Claims of Battelle and BSCI. The unsecured claims of Battelle include (i) any deficiency claim on the Prepetition Loan Obligations as set forth in section 3 above, (ii) amounts due under various support agreements and (iii) amounts due under various contracts and subcontracts. Battelle will file Proofs of Claim for these items. The unsecured claim of BSCI is based upon the Convertible Securities in the principal amount of \$3,160,000 and BSCI will file a proof of claim for this obligation. The foregoing are collectively the "Battelle/BSCI Unsecured Claims". Battelle and BSCI agree that they will not participate in any distribution to unsecured creditors in the Plan based on the Battelle/BSCI Unsecured Claims except as follows: If a third party or third parties are successful bidders under the Bidding Procedures Order in a combined amount which exceeds the amount of the Prepetition Loan Obligations (plus postpetition interest, fees, charges and expenses), then Battelle and BSCI will not participate in the first \$3,000,000 paid to unsecured creditors under the Plan, but will participate, pro rata, in any distribution above \$3,000,000. If Battelle and BSCI will participate in a distribution to unsecured creditors, then in that event (and only in that event) the Committee reserves the right to challenge the amount of Battelle's unsecured claim(s) for support services provided by Battelle and work performed by Battelle on various contracts and subcontracts to the extent that such claim(s) exceed the combined amount of \$2,166,637.39.

Section 9. Administrative Claims. Battelle and BSCI will not receive or seek any administrative expense payment from the estates other than for (i) the postpetition services provided by Battelle under the amendments to the Utilities Support Agreement, Facilities Support Services Agreement and Administrative Services Agreement, for services on and after May 1,

2025, in an amount consistent with (a) the budget approved by the Court (subject to Permitted Variances) in the Interim Cash Collateral Order and (b) the Approved Budget (the “Support Services Payments”); (ii) any Break-Up Fee (as defined in the Bidding Procedures Order) to which Battelle may become entitled under paragraph 21 of the Bidding Procedures Order (and only to the extent the Break-Up Fee is not paid to Battelle under paragraph 21 of the Bidding Procedures Order); or (iii) under section 12.12 hereof, upon Court approval. These payments will not be subject to challenge.

Section 10. Releases and Covenants Not to Sue. 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.

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 Promisees") 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 Promisees, 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 Promisees 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 Promisee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Debtor and Committee Promisee 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.

Section 11. Successors. This Agreement is binding upon the Debtors, their estates, the Committee, any chapter 11 trustee or chapter 7 trustee and any trust created under any plan of liquidation. If the Bankruptcy Cases are dismissed, this Agreement will remain valid and binding on all Parties and their successors and assigns.

Section 12. Miscellaneous.

Section 12.1. Further Actions. Each Party will execute and deliver such other documents as reasonably requested by any of the other Parties to consummate the terms of this Agreement.

Section 12.2. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by facsimile (with written confirmation of receipt), by courier (including overnight delivery service), by email (as to communications that are not required notices or demands hereunder), or sent by registered or certified mail, first class, postage prepaid, addressed as follows:

If to Debtors, to:

AmplifyBio, LLC and ADOC SSF, LLC

c/o Kasey Rosado, Chief Restructuring Officer
1425 NE Plain City-Georgesville Road, Building JM-10
West Jefferson, Ohio 43162
Email: KRosado@accordion.com

with copies to:

McDonald Hopkins LLC
600 Superior Avenue East, Suite 2100
Cleveland, Ohio 44114
Attn: Scott Opincar, Esq.
Maria Carr, Esq.
Telephone: (216) 348-5400
Email: SOpincar@mcdonaldhopkins.com
Email: MCarr@mcdonaldhopkins.com

and

Hutchinson PLLC
701 Corporate Center Drive, Suite 250
Raleigh, North Carolina 27607
Attn: Scott Merrell, Esq.
Telephone: (919) 829-9600
Email: SMerrell@hutchlaw.com

If to Battelle, to:

Battelle Memorial Institute
505 King Avenue
Columbus, Ohio 43201
Attn: Russell Austin, Esq.
Email: RAustin@battelle.org

with copies to:

Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215
Attn: Daniel R. Swetnam, Esq.
John C. Cannizzaro, Esq.
Telephone: (614) 462-2700
Email: Daniel.Swetnam@icemiller.com
Email: John.Cannizzaro@icemiller.com

If to the Committee, to:

White & Case
1221 Avenue of the Americas
New York, New York 10020-1095
Attn: Philip Abelson, Esq.
Dominic Litz, Esq.
Email: Philip.Abelson@whitecase.com
Email: Dominic.Litz@whitecase.com

And

Tucker Ellis LLP
233 South Wacker Drive, Suite 6950
Chicago, Illinois 60606
Attn: Jason Torf, Esq.
Thomas Fawkes, Esq.
Email: Jason.Torf@tuckerellis.com
Email: Thomas.Fawkes@tuckerellis.com

or such other address as a party may from time to time notify the other parties in writing (as provided above). Any such notice, demand or communication shall be deemed to have been given (i) if so sent by facsimile, upon receipt as evidenced by the sender's written confirmation of receipt, (ii) if so mailed, as of the date delivered, (iii) if emailed, when sent (provided that e-mail does not constitute delivery of any communication that is a required notice or demand hereunder), and (iv) if so delivered by courier, on the date received.

Section 12.3. Entire Agreement. This Agreement and the Approval Order constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede any prior negotiations, agreements, understandings, or arrangements between the Parties hereto with respect to the subject matter hereof.

Section 12.4. Binding Effect; Benefits. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors or permitted assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the Parties hereto and their respective successors or permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

Section 12.5. Assignment. This Agreement may not be assigned by any Party without the written consent of the other Parties, which consent may be given or withheld in each such Party's sole and absolute discretion.

Section 12.6. Amendments and Waivers; Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

a. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Ohio applicable hereto.

b. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Parties agree that the Bankruptcy Court shall have jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement or any breach or default hereunder and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding; *provided, however*, that, if the Cases are closed, all actions and proceedings arising out of or relating to this Agreement shall be heard and determined in an Ohio state court or a federal court sitting in Columbus, Ohio, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Parties consent to service of process by mail (in accordance with Section 12.2) or any other manner permitted by law.

c. **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER AGREEMENT CONTEMPLATED HERETO AND THERETO OR THE CONTEMPLATED TRANSACTIONS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

Section 12.7. Amendments; Waivers. No term or provision of this Agreement may be amended, waived, discharged, or terminated orally, except by an instrument in writing signed by all Parties. Any waiver shall be effective only in accordance with its express terms and conditions.

Section 12.8. Severability. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of applicable law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

Section 12.9. Counterparts. This Agreement may be executed and accepted in one or more counterparts for the convenience of the Parties, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of a counterpart hereof via facsimile transmission or by electronic mail transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

Section 12.10. References. All references in this Agreement to sections are to sections contained in this Agreement unless a different document is expressly specified.

Section 12.11. Closing Costs. Except as set forth in Section 12.12 below, each Party shall each pay their respective attorneys' fees and expenses.

Section 12.12. Attorneys' Fees. In the event the Debtors or the Committee on the one hand, or Battelle or BSCI on the other hand, brings an action against the other to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action shall, in addition to any other recovery, be entitled to reasonable attorneys' fees and expenses arising from such action and any appeal or any bankruptcy action related thereto, whether or not such matter proceeds to trial, which fees shall be presented by motion to the Court and shall be subject to review and objection by the non-prevailing parties; *provided, however*, that if the Committee is obligated to pay any fees, such fees shall be paid by the Debtors as required by the Bankruptcy Code. For purposes of this Section 12.12, "prevailing party" shall mean, in the case of a person asserting a claim, such person is successful in obtaining substantially all of the relief sought, and in the case of a person defending against or responding to a claim, such person is successful in denying substantially all of the relief sought.

Section 12.13. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the execution date), and including the last day, unless the last day is not a business day, in which case that day is also excluded and the event time shall be extended to the next business day.

Section 12.14. No Third-Party Beneficiary. The provisions of this Agreement and of any documents to be executed and delivered in connection therewith are and will be for the benefit of the Parties and their permitted assignees only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed in connection therewith.

[SIGNATURE PAGE FOLLOWS]

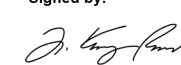
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Execution Date.

DEBTORS:

AmplifyBio, LLC, a Delaware limited liability company

Signed by: 
By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

ADOC SSE, LLC, a Delaware limited liability company

Signed by: 
By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

BATTELLE:

Battelle Memorial Institute, an Ohio nonprofit corporation

By: _____
Name: Russell Austin, Esq.
Title: Senior Vice President, General Counsel and Secretary

Battelle Services Company, Inc., an Ohio corporation

By: _____
Name: Russell Austin, Esq.
Title: President

COMMITTEE:

The Official Committee of Unsecured Creditors

By: _____
Name: Scott Nudelman
Title: Chairman

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Execution Date.

DEBTORS:

AmplifyBio, LLC, a Delaware limited liability company

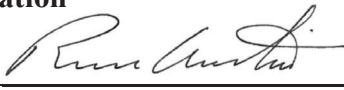
By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

ADOC SSF, LLC, a Delaware limited liability company

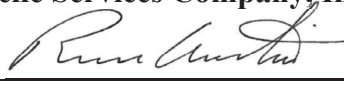
By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

BATTELLE:

Battelle Memorial Institute, an Ohio nonprofit corporation

By:  _____
Name: Russell Austin, Esq.
Title: Senior Vice President, General Counsel and Secretary

Battelle Services Company, Inc., an Ohio corporation

By:  _____
Name: Russell Austin, Esq.
Title: President

COMMITTEE:

The Official Committee of Unsecured Creditors

By: _____
Name: Scott Nudelman
Title: Chairman

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Execution Date.

DEBTORS:

AmplifyBio, LLC, a Delaware limited liability company

By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

ADOC SSF, LLC, a Delaware limited liability company

By: _____
Name: Kasey Rosado
Title: Chief Restructuring Officer

BATTELLE:

Battelle Memorial Institute, an Ohio nonprofit corporation

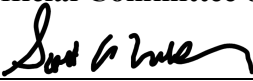
By: _____
Name: Russell Austin, Esq.
Title: Senior Vice President, General Counsel and Secretary

Battelle Services Company, Inc., an Ohio corporation

By: _____
Name: Russell Austin, Esq.
Title: President

COMMITTEE:

The Official Committee of Unsecured Creditors

By:  _____
Name: Scott Nudelman
Title: Chairman